

2020-10-30

Standards Council of Canada
55 Metcalfe Street, Suite 600
Ottawa ON K1P 6L5
Canada

Subject: **Request for Proposal (RFP) # 2021-06**
Study for the Harmonization of the Canadian Electrical Code

This document is an invitation to potential respondents (Respondents) to submit their proposals (Proposals) to the Standards Council of Canada (SCC) to conduct a study assessing the economic impacts of misalignment in the Canadian Electrical Code (CE Code Part I) by provincial and territorial governments.

In accordance with the requirements contained herein SCC will identify and select a single Respondent, to conduct the study under terms and conditions of a contract to be established at a late date.

Proposals must be received by SCC no later than **16:00 hours, (4 p.m.) EST on Friday, November 20th, 2020**. It is the Respondent's responsibility to deliver their Proposal prior to **the time/date of RFP closing**. Proposals received after 16:00 hours will not be accepted.

PROPOSALS ARE TO BE SUBMITTED ELECTRONICALLY TO contracts@scc.ca by the time/date of bid closing (including the financial proposal).

1. ATTACHMENT 1 – Technical Proposal

NOTE: No financial information is to be included in ATTACHMENT 1

2. ATTACHMENT 2 – Financial Proposal

Proposals that do not contain the requested documentation or deviate from the required financial format per Appendix D of this RFP may be considered incomplete and disqualified.

SCC is not obliged to accept the lowest priced Proposal and/or any Proposal.

Questions with respect to the meaning or intent of this process, or requests for correction to any apparent ambiguity, inconsistency or error in the document must be submitted in writing to contracts@scc.ca with the email title reading "Question Regarding RFP 2021-06" and must be received by 12:00 hours (noon) EST on **Tuesday, November 10, 2020**. All questions and answers will be posted on Buy & Sell.

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APPENDIX A - REQUEST FOR PROPOSAL – ACCEPTANCE FORM

Proposal Submitted by

(Name of Company)

(Complete Address)

GST/HST Number _____

Telephone Number: _____

Contact Person: _____

Contact Email Address: _____

1. The Respondent hereby proposes to the Standards Council of Canada (SCC) to furnish all necessary expertise, supervision, materials, equipment and other incidental necessary to complete to the entire satisfaction of SCC of their authorized representative, the work described in the Terms of Reference / Statement of Work attached hereto as Appendix “B”.
2. The Respondent hereby proposes to perform and complete the work in accordance with the terms and conditions (at the place and in the manner) specified in:
 - (i) Appendix A - attached and entitled “Request for Proposal – Acceptance Form”;
 - (ii) Appendix B - attached and entitled “Statement of Work”;
 - (iii) Appendix C - attached and entitled “Technical Proposal and Evaluation Criteria”;
 - (iv) Appendix D - attached and entitled “Financial Submission”;
 - (v) Appendix E – “Sample SCC Contract” ; and
3. **Period of Services**
 - (i) The contract award date is the date that the contract is signed by the Respondent and SCC.
 - (ii) The service start date is the date that the Respondent and SCC agree to commence the work.
 - (iii) The Respondent hereby proposes to perform the work commencing on the service start date and have work completed within the **10 months** following this date.

4. Financial Proposal

The Respondent hereby proposes to perform and complete the work as per the financials outlined using Appendix D - Financial Submission of this RFP, which represents the total financial Proposal.

5. Optional Modifications

In the event that SCC requests the successful Respondent to proceed with any optional modifications or additional changes to the process, payment for this additional work will be based on the per diem rates submitted in Appendix D of this RFP.

Authorization to proceed with additional work will be provided by way of a contract amendment as per the established SCC procedures.

6. Optional Years

SCC may decide, at its discretion, to exercise an option by means of formal contract amendment, to extend the term.

7. Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)

The prices and rates quoted as part of the Respondent's Proposal are NOT to include any provision for taxes.

8. Payment Schedule

As a result of acceptance of the Respondent's Proposal, SCC reserves the right to negotiate an acceptable payment schedule prior to the awarding of a contract and/or any amendments.

9. Appropriate Law

Any contract awarded by SCC as a result of this RFP shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada.

10. Tender Validity

The Respondent agree(s) that their Proposal will remain firm for a period of 90 calendar days after the **the time/date of RFP closing**.

Signatures

The Respondent herewith submits this Proposal in accordance with the requirements specified in the Request for Proposal documents.

SIGNED this ____ day of _____, 2020

Per _____
NAME OF COMPANY

Per _____
(Signing Officer and Position)

Per _____
(Signing Officer and Position)

APPENDIX B – STATEMENT OF WORK

Project
<p>Economic Study of the Potential Harmonization and Alignment of the Canadian Electrical Code (CE Code Part I)</p>
Background
<p>SCC is a Crown Corporation responsible for promoting standardization in Canada. Our mission involves working with our stakeholders and customers to promote efficient and effective standardization that strengthens Canada’s competitiveness and social well-being.</p> <p>SCC is partnering with representatives from CSA, Electro-Federation of Canada (EFC) and SCC’s Provincial-Territorial Advisory Committee to commission a study to quantify the economic impacts, including the associated costs and benefits of adoption of the CE Code Part I across Canadian provinces and territories.</p> <p>The Canadian electrical code consists of five part (Parts I, II, III, IV and VI) and is a critical part of the Canadian electrical safety system and infrastructure. The codes, together with third-party certification requirements, protect the well-being of electrical workers and users. They also ensure that “electrical installations and equipment [are] safer”¹ to install and use.</p> <p>The CE Code Part I was first developed and published by CSA Group in 1927 with the most recent edition being published in January 2018, as a National Standard of Canada. <i>C22.1 - Part I Safety Standard for Electrical Installations</i> promotes safety and interoperability by providing rules that guide the wiring and installation while referenced electrical safety product standards (CE Code Part II) provide an integrated set of requirements that can be used for conformity assessment purposes.</p> <p>Under the <i>Canadian Constitution Acts</i> (s. 92A), electrical safety is the responsibility of the Provinces and Territories, with some municipalities receiving delegated authority to enact bylaws for electrical safety; each are respectively the authority having jurisdiction (AHJ). All AHJs in Canada determine whether to adopt the CSA CE Code Part I outright, adopt it with minor adaptations, or publish their own code based on the CE Code Part I.</p> <p>Misalignment of adoptions of the CE Code Part I across Canadian provinces and territories is one potential source of real or perceived technical barriers to trade, both internal and global. This study will shed light on the costs, benefits and impacts related to the current misalignment and will explore what those could be in the event of a full adoption of the CE Code Part I across Canada. (Note, for an example of previous research examining the cost of misalignment there is a study on the building codes from Australia for reference.)</p> <p>It has been flagged that the lack of data and research on internal barriers to trade is a key challenge that results in “the inability of policymakers, economists and researchers to truly understand the economic impact of internal trade barriers” (p.6).²</p>
Objective
<p>The Standards Council of Canada (SCC) and its partners seek to identify the economic impacts of misalignment in the adoption of the Canadian Electrical Code (CE Code Part I) by provincial and territorial governments. The results of the study will provide policy makers with new data points and insights to support evidence-based policy making.</p>

¹ https://store.csagroup.org/ccrz_CCPage?pagekey=content&contentkey=2018CanadianElectric_en&cclcl=en_US

² Public Policy Forum (2014). *Canada’s Evolving Internal Market: An Agenda for a More Cohesive Economic Union*. <https://ppforum.ca/wp-content/uploads/2018/05/Canadas-Evolving-Internal-Market-PPF-report.pdf>

Scope
<p>The proposed research will aim to answer the question of what is the economic impact (e.g. prices, GDP) of misalignment in the adoption of the CE Code Part I across provinces and territories.</p> <p>The Bidder is expected to use these costs to inform the study outlined below:</p> <p>Mandatory requirements:</p> <ol style="list-style-type: none"> 1. In consultation with the steering committee, identify the misalignment in the adoption of the CE Code Part I across Canada's authorities having jurisdiction. 2. Estimate the direct and indirect costs associated with the misalignments. 3. Estimate the direct and indirect benefits, costs and savings associated with adopting the most recent edition of the CE Code Part I across all authorities having jurisdiction in a timely manner. <p>Asset requirement:</p> <ol style="list-style-type: none"> 1. Estimate the economic (in terms of GDP, prices, and interprovincial trade) associated with adopting the CE Code Part I across all authorities having jurisdiction. <p>The study's steering committee members will provide access to their network of experts to enable the consultant to identify the costs associated with the different versions of electrical codes across jurisdictions.</p>
Travel
No travel is required
Constraints
None
Client Support
SCC and the steering committee reserve the right to review and approve all final documentation.
Meetings
<p>At the commencement of the study there will be a kick-off meeting where the consultant will outline the project plan.</p> <p>Through the duration of the study there will be monthly meeting between the consultant and the steering committee. Monthly meetings may be replaced by an email update at the request of the consultant and agreement of the steering committee.</p> <p>Meetings will be necessary to review the draft and final results of the research.</p>
Deliverables
<p>Produce a written report outlining the following:</p> <ol style="list-style-type: none"> 1. Identify the misalignment in the CE Code Part I adoption across Canada's provinces and territories. 2. Estimation of the costs (direct and indirect) associated with the misalignments. 3. Estimation of the costs (direct and indirect) and savings associated with timely adoption, without deviations, of the CE Code Part I by all authorities having jurisdiction.

4. **Deliverable 4 (Optional):** Estimation of the economic impacts (costs and benefits) associated with adopting the CE Code Part I across authorities having jurisdiction.
5. A report integrating the above estimates. The report will also include: technical specifications section describing the methodology used to estimate the benefits, costs and impacts.

A preliminary report is to be developed and delivered before **June 30, 2021.**

The final report is to be developed and delivered before **September 30, 2021.**

APPENDIX C – TECHNICAL EVALUATION

A Technical Evaluation Committee, consisting of no less than three (3) SCC or SCC-appointed representatives will assess the Proposals. Proposals will be evaluated in accordance with the technical evaluation criteria identified and in conjunction with the Statement of Work (SOW). Respondents are encouraged to address these criteria in sufficient depth to permit a full evaluation of their Proposals. The onus is on Respondents to demonstrate that they meet the requirements specified herein.

Technical Evaluation Process

The technical evaluation will go through the two (2) phases described below:

1. Phase 1- Evaluation of Mandatory Requirements. This phase will consist of determining compliance of submitted Proposals against mandatory requirements. Proposals meeting all the mandatory requirements will be considered for the second phase. Proposals that do not substantially comply with all of the mandatory requirements and / or are substantially incomplete, will be disqualified and not evaluated further

2. Phase 2: Evaluation of Point-Rated Criteria. This phase will consist of evaluating the (i) technical and (ii) cost merits of proposals, which meet the stated mandatory requirements, against the point-rated technical selection criteria. Respondents must achieve a minimum score of 50 points (of a possible 70 points) for the point-rated technical criteria, in order to be considered for the point-rated cost criteria, which will evaluate Respondents' financial proposal for a maximum of 30 points.

The highest-ranked Respondent will be determined using the highest combined rating of technical merit (70 points) and cost (30 points).

Phase 1: Evaluation of Mandatory Requirements

Item	Criterion	Mandatory Requirement	Compliant Yes/No
M 1	The Respondent	<p>NOTE: Requirements herein to supply examples are to be included in the Proposal as individual documents or links to published documents</p> <p>The Respondent must provide a CV detailing the following information:</p> <ul style="list-style-type: none"> a) Academic training (demonstrate the requisite academic training to complete this work). b) Work experience (Describe and provide at least one example of experience in 	

		economic modelling, statistical analyses, and/or impact evaluation that are relevant to the proposed research).	
M 2	The Respondent	<p>The Respondent must submit a written proposal (including a title, abstract, introduction, methodology, timeline, budget, references) that will be evaluated in accordance with the point rated requirements.</p> <p>The written proposal must not exceed 20 pages.</p> <p>Should the Respondent have a team, he/she must include the following information for each Team Member (resource):</p> <ul style="list-style-type: none"> • Name of the proposed Team Member and the resource category (Project Manager or Technical Committee Manager) for which they are proposed. • A list of qualifications directly related to the requirements of the specific resources category. • Relevant work experience. • Relevant publications/reports. 	

Only Proposals that are judged by the Evaluation Committee to have met all stipulated mandatory criteria will receive consideration for Phase 2.

Phase 2: Evaluation of Point-Rated Requirements

Each Proposal must demonstrate to the satisfaction of the Evaluation Committee that all stipulated mandatory requirements can be substantiated through the evaluation of the point-rated requirements in the following four (4) categories, for which Respondent must include a response.

Proposal will be evaluated on the following criteria:

Category	Basis for Scoring	Point rating criteria	Maximum Available Points
Research Proposal	Respondent should demonstrate clarity of the Proposal, including the ability to distill technical information in a comprehensible manner.	<p>Up to a maximum of 10 points if the Proposal is:</p> <ul style="list-style-type: none"> • well organized • clearly written • easy to understand by an educated, non-expert audience. 	10

Methodology	Respondent should demonstrate the ability of the proposed methodology to answer the research question(s), including how the applicant will ensure adequate sampling for surveys/interviews, as well as, appropriateness of the analysis, discussion of key limitations.	Up to a maximum of 40 points if the Respondent: <ul style="list-style-type: none"> • Provides a systematic approach deemed (i) detailed enough; (ii) appropriate; (iii) technically feasible; (iv) realistic. • Provides details about (i) source of data; (ii) methods for data collection; (iii) sampling technique; (iv) methods for data analyses; (v) limitations of the study. • Describes issues that could impact the quality and/or delivery of the study and demonstrates concrete ways to address them, and provides strong evidence of how similar solving approaches have proven effective in the past. 	40
Project Plan	Respondent should outline the steps that will be followed to complete the study along with expected dates for completion of the various stages.	Up to a maximum of 10 points if the Respondent: <ul style="list-style-type: none"> • Provides an estimate of how long the various research stages will take, and how they will be completed in the proposed timeframe. • Describes a contingency plan that is both proactive and responsive and includes strong evidence of how it has proven effective in the past. 	10
Researcher Skillset	Respondent(s) should provide examples of research publication within the past 10 years that demonstrate their capacity to conduct the study.	Up to a maximum of 10 points if published works are provided.	10
Financial Proposal	Respondent(s) should submit a financial proposal detailing how funds will be allocated.	Up to a maximum of 30 points if the financial proposals submitted by the Respondent responds to the following criteria: <ul style="list-style-type: none"> • Completeness • Reasonableness 	30

APPENDIX D – FINANCIAL PROPOSAL

Respondents are to submit a firm fixed price to conduct the study. The Financial Proposal is to include any assumptions made by the Respondent that are relative to the Financial Proposal.

Please complete the below financial template and submit as a separate document entitled **ATTACHMENT 2 – Financial Proposal**.

All figures should be referenced in Canadian currency, HST extra.

Deliverable as Outlined in the Statement of Work	Level of Effort (Days)	Cost
Activity 0: Project Initiation		
Activity 1: Identify the misalignment in the adoption of the CE Code Part I		
Activity 2: Estimate the costs (direct and indirect) associated with the misalignments		
Activity 3: Estimate the costs (direct and indirect) and savings associated with timely adoption, without deviations, of the CE Code Part I by all authorities having jurisdiction		
Activity 4: Estimate the economic impacts (costs and benefits) associated with adopting the CE Code Part I across authorities having jurisdiction. <i>(Optional)</i>		
Activity 5: Develop the Final Report		
Total:		

APPENDIX E – SAMPLE SCC CONTRACT

SERVICES AGREEMENT No. XXXX

This **Services Agreement** (“**Agreement**”) is made on the * day of *, 20* (the “**Effective Date**”) between *, a corporation duly incorporated (the “**Supplier**”) and **STANDARDS COUNCIL OF CANADA**, a corporation incorporated under the *Standards Council of Canada Act*, R.S.C. 1985, c. S-16 (“**SCC**”).

1. SCC wishes to engage the Supplier to provide certain services; and
2. The Supplier wishes to provide SCC with such services on and subject to the terms and conditions set forth herein.

In consideration of the covenants and agreements herein contained, the Parties covenant and agree as follows:

1. INTERPRETATION

- 1.1 **Definitions.** In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the expressions following shall have the meanings specified below:

Affiliate(s) – Means a Party’s direct and indirect corporate subsidiaries, parents, joint venture partners and affiliates.

Agreement – Means this Agreement and includes any schedules, attachments, amendments, exhibits and Statement(s) of Work referencing this Agreement, or expressly made a part hereof.

Business Days – Monday through Friday, except when any such day occurs on a Canadian statutory holiday.

Change – Has the meaning ascribed to it in Section 3.11.

Claim – Actual or threatened claim, cause of action, civil, criminal, administrative, arbitral or investigative action, suit or proceeding.

Confidential Information – All data, information and materials, whether in written, oral, or in other form, which is not generally known to the public and that has been disclosed or made available by one Party to the other whether prior to or after the Effective Date in connection with the performance or receipt, as applicable, of the Services pursuant to this Agreement, or that is marked as confidential or proprietary or in a similar fashion at the time of disclosure, or if disclosed orally, is stated to be confidential at the time of disclosure, or that the Receiving Party could reasonably conclude to be confidential to the Disclosing Party, including non-public information concerning the Disclosing Party’s customers, business plans, corporate strategies, trade secrets, costs, investments, finances, or technology. For certainty, all SCC

Data and SCC IP shall be deemed to be the Confidential Information of SCC and all Supplier Data shall be deemed to be the Confidential Information of Supplier.

Deliverables – All materials, services or work product prepared for and submitted to SCC hereunder by the Supplier or its agents or employees from time to time in the performance of the Services or pursuant to a Statement of Work.

Deliverables Warranty Period – Unless otherwise agreed in a SOW, means the ninety (90) day period commencing after the successful completion of Acceptance Tests for such Deliverable.

Effective Date – Has the meaning ascribed to it in the recitals to this Agreement.

Force Majeure Event – Any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure or delay: (a) is caused, directly or indirectly, without fault or negligence of the non-performing Party, by fire, flood, earthquake, acts of God, war, terrorism, explosion, riots, civil disorders, rebellions or revolutions, lawful acts of governmental authorities or any other cause beyond the reasonable control of the non-performing Party; and (b) could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans or other means. Force Majeure Events are deemed not to include third party non-performance or the failure of an individual component or group of components (including but not limited to, hardware and software or other equipment or facilities), or Subcontractors used in delivery of the Services except to the extent that the non-performance or failure is caused or contributed to by an event of Force Majeure Event.

Governmental Authority – Means any government, regulatory authority, governmental department, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, Crown corporation, court or other law-making entity of competent jurisdiction applicable to the Services or the Deliverables.

Intellectual Property Rights or IP – All intellectual property rights, including: (i) rights associated with works of authorship, including copyrights, moral rights, publicity rights, personality rights, and mask-work rights; (ii) trademarks, trade names, service marks, logos and other proprietary designations and the goodwill associated therewith; (iii) trade secret rights; (iv) patents, designs and algorithms; (v) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, licence or otherwise; and (vi) applications, registrations, renewals, extensions, continuations, divisions, reissues or amendments thereof now or hereafter in force (including any rights in any of the foregoing).

Laws – Means applicable laws (including common law), statutes, by-laws, rules, regulations, orders, ordinances, codes, guidelines, policies, notices, directions, decrees, judgments, awards or requirements having force of law issued by any Governmental Authority.

Losses – Any and all losses, liabilities, damages, costs (including taxes), and all related expenses, including reasonable legal fees and disbursements and costs of investigation, litigation and settlement, together with interest and penalties.

Parties – Means, collectively, the Supplier and SCC and “**Party**” means any one of them.

Personal Information – As such term is defined in the *Privacy Act* (Canada) as amended.

SCC Background IP – All: (a) methods, concepts, inventions (whether patentable or not), discoveries, systems, processes (including sales and services processes), techniques, methodologies, concepts, know-how, business strategies (including CRM strategies, product strategies, pricing strategies, product bundling strategies), data, market research and analysis, databases, tools, templates, technology (including software in executable code and source code), documentation, specifications, designs, or any other information, data or materials, and any expressions of the foregoing, developed by, owned by, or licensed to, SCC prior to the commencement of any Service pursuant to this Agreement; and (b) all improvements, enhancements or derivatives to the items described in (a) that are developed by SCC or Supplier in any connection with the performance of the Services under this Agreement.

SCC Data – All data supplied or provided or made available to Supplier (or its Subcontractors) by SCC (directly or indirectly) or available on or through the Supplier (or third party) systems in any connection with the provision of the Services, including all SCC customer information and data (including Personal Information) and all other data generated or derived by, and data collected by or for, SCC in connection with the provision of Services.

SCC IP – Has the meaning ascribed to it in Section 6.1.

SCC Property - Means anything supplied to the Supplier by or on behalf of the SCC for the exclusive purposes of performing this Agreement and providing the Services and Deliverables hereunder and anything acquired by the Supplier in any manner in connection with the provision of the Services or the Deliverables.

Services – Has the meaning ascribed to it in Section 3.1.

Service Fees – Has the meaning ascribed to it in Section 4.1.

Service Levels – Has the meaning ascribed to it in Section 3.8.

Statement of Work (“SOW”) – A document made pursuant to the Agreement, as mutually agreed upon in writing by the Parties, describing the scope of work and related pricing, responsibilities of the Parties and Deliverables.

Supplier Background IP – Means all: (a) methods, concepts, inventions (whether patentable or not), discoveries, systems, processes (including value exchange processes), techniques, methodologies, concepts, know-how, business strategies (including user interfaces, value exchange economics, measurement strategies), data, market research and analysis, databases, tools, templates, technology (including software in executable code and source code), documentation, specifications, designs, or any other information, data or materials, and any expressions of the foregoing, developed by, owned by, or licensed to, the Supplier prior to the commencement of any Service pursuant to this Agreement; and (b) all improvements, enhancements or derivatives to the items described in (a) that are developed by the Supplier independent of the performance of the Services under this Agreement.

Supplier Data – All data supplied or provided or made available to SCC (or its Subcontractors) by Supplier (directly or indirectly), including all customer or technical committee information, all data (including Personal Information) and all minutes of meetings,

public review comments and other information generated from or derived out of the Supplier's accredited standards development process.

Supplier IP – Has the meaning ascribed to it in Section 6.2.

Term – Has the meaning ascribed to it in Section 2.1.

- 1.2 **Schedules.** The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Appendix A	- Statement of Work
Appendix B	- Financial Terms and Conditions

2. TERM

- 2.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall remain in force for **XXXXXXXX** unless terminated earlier in accordance with the terms of this Agreement (the "Term").

3. SERVICES

- 3.1 **Services.** Subject to the terms and conditions set forth in this Agreement, the Supplier hereby agrees to provide to SCC the services described in SOW(s) made part of this Agreement and issued from time to time pursuant to the terms of this Agreement (the services described in the SOW(s) issued hereunder from time to time are hereinafter collectively referred to as the "Services"). The Services shall include all services, functions and responsibilities that are inherent, necessary or required for proper performance of the Services
- 3.2 **SOW Services.** Any Service(s) may be provided at SCC's request at any time in accordance with the provisions of this Agreement by the execution by both Parties of mutually agreed upon SOW(s). Unless a SOW is duly executed by authorized personnel of SCC and Supplier, neither Party shall be bound by it. Supplier will perform the Services (and deliver any Deliverables specified therein) for not more than the maximum charge specified in the applicable SOW(s).
- 3.3 **Statement of Work.** The SOW when executed by both Parties shall be incorporated herein and made a part hereof. The SOW shall specify: (a) the type of Service(s) (b) a description of the scope of Service(s) to be performed by the Supplier; (c) any Deliverables to be provided by the Supplier as part of the Service(s); (d) the basis of payment for the Service(s); (e) the Persons or entities (including Subcontractors) involved in providing the Services and (f) such other terms and conditions as the Parties may wish to include. The SOW shall define the Supplier's responsibilities as detailed in Appendix A.
- 3.4 **Account Management.** Supplier shall designate one "account manager" or "project authority" and at least one backup account manager who will be the primary and secondary contact persons for addressing ongoing needs and concerns of SCC. Supplier's account managers and key personnel must have experience in managing large accounts. Where a Supplier's employee is re-assigned, the Supplier will replace with personnel of equivalent competency. Supplier will meet with SCC on a regular basis to review issues such as, but not limited to contract administration issues, service offerings and any other matters relating to this Agreement or a SOW. Supplier will maintain a level of currency on knowledge, business processes and technology that allows SCC

to take advantage of the latest in best practices as it relates to the SOW. For the purposes of this Agreement, XXXXXX shall be the account manager for SCC and is responsible for directing the Services on behalf of the SCC and XXXXX shall be the account manager for the Supplier and is responsible for directing the Services on behalf of the Supplier. SCC and the Supplier may, subject to the terms of this Agreement, replace their designated account manager or project authority or key personnel by providing written notice to the other Party.

- 3.5 **Subcontracting.** The Supplier shall be responsible for the work and activities of each of its agents, affiliates and subcontractors (collectively, “**Subcontractors**”), including without limitation compliance or non-compliance with the terms of this Agreement or any SOW. The Supplier shall not use Subcontractors without the prior written consent of SCC for all or any portion of the material aspects of Services. The Supplier shall ensure that each subcontractor agrees to and does comply with the obligations of the Supplier hereunder in respect of SCC’s Confidential Information and security procedures. The subcontracting of any obligations of the Supplier hereunder will not relieve the Supplier from any obligation or liability under this Agreement and, notwithstanding any other provision in this Agreement, the Supplier will remain responsible for all obligations, services and functions performed by Subcontractors to the same extent as if those obligations, services and functions were performed by the Supplier and such work will be deemed to be work performed by the Supplier and the Supplier will be fully liable for all actions, errors, misconduct, and omissions of the Subcontractors as they relate to the delivery of the Services. The representations and warranties of the Supplier set forth in this Agreement will be deemed to apply to all of the Services performed by any Subcontractor as though the Supplier has itself performed such Services. The Supplier will at all times be SCC’s sole point of contact regarding the Services provided under this Agreement, including with respect to payment of the fees.
- 3.6 **Non-exclusivity.** The relationship between the Parties is non-exclusive, except to the extent otherwise expressly set forth herein or a particular SOW. Nothing in this Agreement shall be construed or interpreted to prevent SCC from obtaining from third parties, or providing to itself, any or all of the Services described in this Agreement.
- 3.7 **Regulatory Control.** The Supplier will cooperate and comply with the provisions of any requests or instructions issued by any Governmental Authority, and in a timely manner, agree upon other Services required to support the requests or instructions and make required modifications to the Services and/or this Agreement,.
- 3.8 **Service Levels.** The Supplier agrees to the service levels or performance standards (“**Service Levels**”) in respect of any Services where and if any such Service Levels are set out in the applicable SOW.
- 3.9 **Measurement, Monitoring & Reporting.** The Supplier shall implement and operate measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable Service Levels, if any. The Supplier will provide such reports as specified in the SOW at the frequencies set out therein or as otherwise mutually agreed upon by the Parties at no additional cost. Reports will be available in hard copy and electronically/online. The Supplier also shall provide SCC with information and access to the measurement and monitoring tools and procedures utilized by the Supplier for purposes of audit verification. SCC shall not be required to pay for such measurement and monitoring tools or the resource utilization associated with their use.
- 3.10 **Periodic Reviews.** No more frequently than twice in each contract year (or as otherwise agreed in an applicable SOW), the Parties shall review the Service Levels to ensure that they continue

to remain appropriate in all the circumstances. As new technologies and industry practices and processes are introduced, additional Service Levels reflecting industry best practices for those technologies and processes will be established by the Parties. SCC can propose changes to the existing Service Levels and the Supplier will use best efforts to implement such change in a diligent and expeditious manner. However, no changes to the Service Levels shall become effective until agreed to by both Parties in writing.

- 3.11 **Location.** Unless otherwise approved in advance in writing by SCC and except as otherwise provided in this Agreement or a SOW, no Services will be provided or performed by Supplier at any location outside of Canada
- 3.12 **Change Order Procedure.** (a) During the Term, SCC may request that changes be made to the nature or scope of the Services or this Agreement (“**Change**”). Supplier agrees that it shall consider all reasonable Changes requested by SCC and will not unreasonably refuse to implement any Change. The Parties shall negotiate appropriate changes to the descriptions of the Services and the Services Fees in connection with such changes and shall execute a written amendment to this Agreement that describes the agreement of the Parties concerning such Changes. (b) In the event that a change in applicable laws or requirements of a Governmental Authority requires a Change, Supplier agrees it will make such Change and the Parties shall promptly meet to discuss the necessary Change and to determine an economical and timely solution. All such Changes shall be dealt with and implemented on a priority basis. Not later than ten (10) Business Days after the meeting, Supplier shall submit a detailed statement outlining a proposal to implement the Change and shall submit a detailed statement for the price or cost savings associated with the Change, as well as any impact to the Services or applicable SOW, together with all supporting documents or information. SCC shall confirm its acceptance or rejection of the Change including cost and delay implications promptly after SCC’s receipt of such statement. Once accepted, the Parties shall execute a written amendment to this Agreement that describes the agreement of the Parties concerning such Changes. Any and all Changes requested by the Supplier will be made in accordance with the SOW – Appendix A.4.

4. FEES AND PAYMENT

- 4.1 **Service Fees.** In consideration of the provision of the Services, SCC shall pay Supplier the fees specifically set forth in the applicable Appendices A and B. SCC will not be required to pay the Supplier any amounts for the Services in addition to those set forth herein or in the applicable Appendices, unless the Parties mutually agree in writing to payment of additional amounts. Supplier will be responsible, at its cost, for providing all facilities, personnel and other resources as are necessary to provide the Services, except as otherwise expressly indicated in this Agreement or a SOW.
- 4.2 **Invoice and Payment.** Except as otherwise set forth in Appendices A and B, the Supplier shall invoice SCC monthly by providing to SCC an invoice on the tenth (10th) Business Day following the end of the previous month. SCC shall pay all undisputed invoices within thirty (30) days following receipt of the invoice.
- 4.3 **Expenses.** Unless otherwise specified in a SOW, the Service Fees include all costs and expenses. If the Supplier's employees are required by SCC to incur travel or other expenses and SCC has agreed to reimburse such expenses in writing or otherwise in a SOW, SCC will reimburse the Supplier for its reasonable and pre-approved by SCC travel, lodging, meal and related expenses incurred by the Supplier as are documented by receipts. Expenses that have not been pre-approved by SCC will not be reimbursed. The Supplier shall not seek reimbursement

for expenses that are subject to markup, administrative fees, or margin. [**The Supplier agrees to the financial terms and conditions attached hereto as Appendix B.**]

- 4.4 **Records.** Supplier hereby agrees to maintain complete and accurate records, in a form in accordance with sound accounting practices, to substantiate its charges hereunder. Supplier shall retain all relevant records for a period of at least six years from the date of final payment. SCC shall have access to such records for purposes of audit during normal business hours during the term of this Agreement and during the respective periods in which the Supplier is required to maintain such records as herein provided.
- 4.5 **SCC SOW Number.** When requested by SCC, the Supplier hereby agrees to quote a SOW number or identifier as specified by SCC on all invoices. SCC reserves the right not to issue payment for any invoices where the appropriate contract number or identifier is not identified. Notwithstanding anything to the contrary, there will be no late payment charge(s), if any, for such invoice(s).
- 4.6 **MFC Pricing.** The Supplier hereby represents, warrants and covenants that all fees and other amounts charged to or payable by SCC will be at least as low as those charged for similar services and terms provided by the Supplier to other customers and clients ("**MFC Pricing**"), and specifically as it relates to the hourly per diem rate. MFC Pricing shall apply to services provided by the Supplier to the SCC to the extent that such services fall within the scope of the Services and the provision of such services are governed by this Agreement. Upon request by SCC on each quarter commencing on the Effective Date, the Chief Financial Officer, or other senior financial officer of the Supplier, shall provide a written certificate to SCC attesting to compliance with such warranty with respect to agreements with the Supplier's other customer entered into during the year. The fees will be adjusted retroactively by the Supplier to the date the Supplier offered a more favourable price to its other customer during that year to address any discrepancies.

5. TAXES

- 5.1 **Taxes.** The Service Fee and any other cost(s) for the Service(s) includes all excise tax and customs duties; but does not include federal, provincial, harmonized or local taxes. Supplier's invoices will separately itemize all applicable taxes. SCC shall be responsible for payment of all applicable federal, provincial, harmonized or local taxes (other than federal and excise taxes and customs duties and taxes based on the net income of the Supplier) levied or arising on account of the Service(s) provided to SCC pursuant to this Agreement. In the event that there is a rebate or refund of any federal or excise taxes or customs duties, the Supplier shall pay such amount to SCC or SCC, at its option, shall be entitled to set-off such amount against other amounts owing by SCC under this Agreement. In the event that changes in the tax legislation or regulations results in the amount of taxes payable by the Supplier or SCC to decrease after the Effective Date, Supplier will pass on to SCC the full amount of any such decrease, or SCC, at its option, shall be entitled to set-off such amount against other amounts owing by SCC under this Agreement.
- 5.2 **Withholding.** If the Supplier is not a Canadian resident, the Supplier agrees and acknowledges that SCC may deduct from its payment to the Supplier any applicable Canadian non-resident withholding tax imposed by and payable under Canadian law, unless the Supplier has satisfied SCC in writing that any payment under this Agreement is qualified for an exemption under Canadian law before the Supplier invoices SCC.

- 5.3 **Cooperation.** The Parties will cooperate with each other to enable each to determine its respective tax liabilities accurately and to reduce such liabilities to the extent permitted by law. SCC shall be entitled, with the full co-operation of Supplier, to challenge any tax or level of tax imposed or assessed on the Services or on any fee.

6. INTELLECTUAL PROPERTY AND OWNERSHIP

- 6.1 **SCC IP.** SCC is and will be the sole and exclusive owner of all of the following items and property, including all Intellectual Property Rights therein: (a) all SCC Data; (b) all SCC Background IP; (c) all data, information, materials and work product developed by SCC or its subcontractors independent of this Agreement; (d) all data information, materials and work product developed solely by SCC or by subcontractors of SCC under this Agreement; and (e) all data information, materials and work product that the Parties agree in writing is to be owned by SCC (collectively the “**SCC IP**”).
- 6.2 **Supplier IP.** Supplier is and will be the sole and exclusive owner of all of the following items and property, including all Intellectual Property Rights therein: (a) all Supplier Background IP; (b) all data, information, materials, software applications, commercial networking platforms and work product developed by the Supplier or its subcontractors independent of this Agreement; (c) all data information, materials and work product developed by the Supplier or by subcontractors of the Supplier under this Agreement, including all Supplier Data, and (d) all data information, materials and work product that the Parties agree in writing is to be owned by the Supplier (collectively the “**Supplier IP**”).
- 6.3 **License to Supplier.** The SCC hereby grants to the Supplier, a perpetual, non-exclusive, royalty-free, sub-licensable worldwide license to use and distribute any SCC IP and SCC Property in or forming part of a Deliverable.
- 6.4 **Deliverables.** SCC will be the sole and exclusive owner of all Deliverables including all Intellectual Property Rights therein and thereto, and inclusive of all changes, enhancements or modifications thereto, excluding any Supplier IP contained therein. Supplier shall have no right of ownership or any commercial right or other right of any nature over, to, in or otherwise concerning any such Deliverables. Supplier shall treat all Deliverables as the Confidential Information of SCC, except for any Supplier IP contained therein. Title to all Deliverables, except for any Supplier IP contained therein, shall be deemed to have vested in SCC immediately upon creation or development and regardless of the state of completion, and the Supplier hereby transfers, assigns and conveys, and agrees that it shall, to the extent necessary in the future transfer, assign and convey to SCC, in writing and without limitation or reservation, all right, title and interest in and to all Deliverables, including all Intellectual Property Rights and the benefit of all waivers of moral rights, except as noted above.
- 6.5 **Confirmation of Ownership.** Supplier represents and warrants that Supplier has required each person whom has, and shall require from each person that will, in any way contribute to any Deliverables to: (a) assign to Supplier, as and when created, any and all right, title or interest they may have in all Deliverables, including all Intellectual Property Rights arising under the *Copyright Act (Canada)* or otherwise; or (b) obtain the appropriate and necessary licenses, rights and consents to grant to the SCC the rights and benefits in the Deliverables as provided herein. At any time and from time to time Supplier agrees, at no additional cost to SCC, to execute and deliver, or cause to be executed and delivered, to SCC all such documents as SCC may reasonably request or require to evidence the vesting of its rights, title and interest in the Deliverables and Supplier’s compliance with the terms of this Section.

6.6 **No Third Party Materials.** Supplier represents and warrants that no Deliverables delivered prior to the Effective Date contain, and no future Deliverables or other work product to be owned by SCC hereunder shall contain, any third party materials of any kind or nature and that all such Deliverables and work product have been and shall be solely created and developed by Supplier employees unless and to the extent that Supplier shall have obtained from such third party (i) a written assignment from the third party that conveys to Supplier, without limitation or reservation, all right title and interest, including all Intellectual Property Rights, in and to the third party materials incorporated in the Deliverables or other work product arising under the *Copyright Act (Canada)* or otherwise; or (ii) the appropriate and necessary licenses, rights and consents to grant to the SCC the rights and benefits in the Deliverables as provided herein.

6.7 **Infringement.** The Supplier shall, at its cost and expense, indemnify, defend and hold SCC harmless from all Losses suffered and incurred as a result of any Claim of any nature in connection with any allegation that:

6.7.1. the Services or Deliverables or any other item(s) furnished by the Supplier hereunder;

6.7.2. the use of the Services, Deliverables, or any part thereof by SCC, in accordance with the terms hereof; or

6.7.3. the copying by SCC of any Deliverables or any other item(s) or any part thereof supplied by the Supplier

constitutes an infringement or misappropriation of any Intellectual Property Right of any third party.

6.8 **Obligation.** In the event the Services, any Deliverables or any other item or part thereof furnished hereunder is in the SCC's opinion likely to or does become the subject of a Claim for Intellectual Property Right infringement or misappropriation, at SCC's request the Supplier shall, within thirty (30) days, at its option and expense do one of the following at no additional cost to SCC, but without diminishing the Supplier's obligations under this Agreement:

6.8.1. procure for SCC the right to continue using same in accordance with the terms and conditions of this Agreement;

6.8.2. modify same to become non-infringing provided such modifications meet or exceed the specifications for the item that was modified; or

6.8.3. replace same or the affected part thereof provided such replacement(s) meet or exceed the specifications for the item that was replaced.

6.9 **Injunction.** If the use of the Services, any Deliverables or a part thereof shall be prevented by injunction, or if none of the options set out in Section 6.8 are reasonably available to the Supplier, the Supplier may, but only with SCC's consent, remove same and any other part rendered unusable as a result of such removal. If SCC does not consent to such removal, SCC shall notify the Supplier in writing and may continue to use the same provided SCC agrees to undertake at its expense, the defence of any Claim against SCC and to indemnify the Supplier in respect of any costs or damages only attributable to such continued use, and the Supplier may participate, at its expense, in the defence of any such action if such claim is against SCC.

7. DELIVERY AND ACCEPTANCE

- 7.1 **Application.** This Article 7 applies to the delivery of Services where and when applicable and as specified in the SOW.
- 7.2 **Delivery.** The Supplier shall deliver all Deliverables by the applicable milestones agreed to in the SOW such that the Deliverables are ready for Acceptance Tests by SCC. Before delivery, the Supplier shall thoroughly test the Deliverables and ensure that they are free from defect and meet the applicable requirements or specifications. Where applicable, the Supplier shall be responsible for transportation, packing, unpacking and insurance applicable to such delivery. All risk of loss of or damage to all applicable Deliverables, or any part thereof, prior to delivery to SCC shall be borne by Supplier.
- 7.3 **Acceptance.** Deliverables shall be subject to acceptance, as specifically set forth in the SOW. Unless otherwise set forth in the SOW, the acceptance criteria for non-software Deliverables shall include a requirement that the Deliverable has been completed in accordance with the good workmanship required hereunder to the reasonable satisfaction of SCC. Promptly after or during the performance of the Acceptance, within 60 days of receipt of the Deliverables ("Acceptance Period"), SCC will notify the Supplier of any deficiencies it finds. The Supplier will use its best efforts to promptly correct the deficiencies at no additional charge. After the Supplier has completed its corrective efforts, SCC will have an additional Acceptance Period to verify if there are any deficiencies (including those that have been corrected). The Deliverable is considered to be accepted by SCC upon notification to the Supplier. Where the deliverable is not accepted SCC may, in its discretion require Supplier to rectify such Deliverable at no additional charge, and if Supplier fails to either rectify such failure after such number of opportunities to do so as SCC may on notice to Supplier: (a) accept all or any part of the Deliverables as the case may be, with an appropriate reduction in cost to SCC reflective of such failure as mutually agreed by the Parties; or (b) reject the Deliverable and terminate the applicable SOW. Upon termination under this Section, SCC will return the applicable Deliverable to the Supplier (or certify it has been destroyed) and the Supplier will refund to SCC any charges paid for the applicable Deliverable.

8. WARRANTIES

- 8.1 **Authorization etc.** The Supplier represents and warrants that: (a) it is an entity, duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (b) it has all requisite power and authority and approvals to execute, deliver and perform its obligations under this Agreement; (c) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by it and any necessary third parties; (d) it is under no obligation or restriction nor will it assume any such obligation or restriction which would in any way interfere or be inconsistent with, or present a conflict of interest concerning, the Service(s) to be furnished by the Supplier under this Agreement.
- 8.2 **Rights to Work.** The Supplier represents and warrants that it has all necessary rights to perform its obligations hereunder and to grant and assign the rights and permissions set out in this Agreement free and clear of all liens, claims, security instruments and encumbrances of any kind or nature whatsoever.
- 8.3 **Compliance With Laws and Security Measures and Policies.** The Supplier represents, warrants and covenants that, during the Term, it will comply with: (a) all Laws applicable to the performance of the Services and the obligations assumed by the Supplier under this Agreement; and (b) all applicable SCC policies and procedures, as same may be amended from time-to-time,

including but not limited to SCC's security and privacy policies and procedures. The Supplier agrees that SCC may, depending on specific job requirements, require that any employee or Subcontractor of the Supplier undertake SCC's training courses and testing in connection with the foregoing. SCC shall have the right to deem any such employee or Subcontractor who refuses to undertake such testing or who fails to pass the required test to be unsuitable for the performance of services, in which case such employee or Subcontractor will not be used in the performance of Services hereunder. SCC will provide Supplier with copies of all applicable SCC policies and procedures.

- 8.4 **Non-Infringement.** The Supplier represents and warrants that to the best of our knowledge, none of the Services, Deliverables or any other materials supplied to SCC (including any use thereof by SCC), or otherwise used by Supplier in the performance of the Services, infringe any Intellectual Property Rights of any other person.
- 8.5 **Virus.** The Supplier represents and warrants that it will use reasonable commercial efforts, utilizing industry standard virus detection applications, to protect the Deliverables prepared for or submitted to SCC hereunder by the Supplier, where applicable, from unauthorized code, computer virus, contaminants or time bombs, including any codes or instructions, that may be used to access, modify, delete, damage, disrupt or disable SCC's computer systems ("**Computer Virus**"). The Deliverables will not contain "disabling codes" or devices that may prevent SCC from using the Deliverables or Services at any time. To the extent that the Deliverables have "product keys" or "expiry codes", the Supplier agrees that it will not use these to prevent SCC from using such at any time, unless SCC is in default of its obligations hereunder.
- 8.6 **Performance.** Without limiting any service level obligations, Supplier will provide the Services with promptness, skill, care, and diligence in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services. In the event that any Service fails to conform to this standard, the Supplier shall re-perform such Services that fail to comply at no additional cost to SCC. The Service(s) will be delivered in a manner designed to cause minimal disruption to SCC's normal business functions. Supplier shall ensure that all Deliverables developed by Supplier shall conform to the applicable requirements set out in the SOW and shall be free of defects or errors in workmanship, and for greater certainty shall repair or replace, at no cost to SCC, any Deliverable or part thereof which does not meet such requirements, so that such Deliverable or part thereof does meet such requirements during the Deliverables Warranty Period (the "**Deliverables Warranty**").
- 8.7 **No Inducements.** The Supplier represents and warrants that it has not given and will not give commissions, payments, kickbacks, lavish or extensive entertainment, or other inducements of more than minimal value to any officer, director, employee, agent or representative of SCC in connection with this Agreement. The Supplier also acknowledges that the giving of any such payments, gifts, entertainment, or other thing of value is strictly in violation of SCC's policy on conflicts of interest, and may result in the cancellation of this and all future contracts between the Parties without any liability or further obligation of SCC.

9. POSTPONEMENT AND CANCELLATION

- 9.1 **Failure to Deliver.** In the event that the Supplier does not deliver any item of Deliverables thereof within 20 Business Days of its specified delivery date for causes not attributable to SCC, SCC may, in the event the Deliverable has been identified as a "milestone" in the SOW and at its option, either:

9.1.1. accept delayed delivery, or

9.1.2. send a notice to Supplier cancelling delivery of all or part of the delayed Service(s) and terminating liability and obligations hereunder with respect to any Service(s) not then delivered.

SCC shall have no obligation or liability hereunder with respect to any Service(s) to which delivery has been cancelled pursuant to s. 9.1.2.

9.2 **Failure to Meet Requirements.** If, for any reason, except only the fault of SCC, any Service(s) delivered does not meet the Service Levels or performance standards or other specifications, if any, described in the SOW and the Supplier has not corrected, or cannot correct the failure within 20 Business Days after notice of such failure by SCC to the Supplier, SCC shall have the right, at its option, to cancel the SOW involved and the Supplier shall refund to SCC all monies paid in respect of such SOW.

10. TERMINATION

10.1 **SCC Termination.** SCC may terminate this Agreement as of the date specified in a notice of termination if:

10.1.1. the Supplier commits a material breach (or repeated breaches which regardless of whether the breaches are cured, cumulatively constitute a material breach of this Agreement) of its duties or obligations under this Agreement and fails to cure such breach within thirty (30) days of notice of such breach;

10.1.2. there is a sale of substantially all the assets of the Supplier without SCC's prior written consent;

10.1.3. any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Supplier or its property, and the same is not dismissed within thirty (30) days; or

10.1.4. the Supplier makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise.

10.2 **Supplier Termination.** The Supplier may terminate this Agreement as of the date specified in a notice of termination only if SCC fails to pay undisputed fees invoiced by the Supplier in accordance herewith and fails to cure such non-payment within 60 days of notice of SCC's failure to make such payment and that the Supplier also includes notice that it intends to terminate this Agreements if such failure is not cured.

10.3 **Regulatory/Appropriation Termination.** SCC may, without payment of any penalty of any kind, terminate this Agreement, either partially or in its entirety, where (i) required by a Governmental Authority, (ii) in the event that the Supplier fails to cooperate and comply with the provisions of the Change Order Procedure in Section 3.12 with respect to any requests or instructions issued by any Governmental Authority or (iii) in the event any funding to be received by the SCC from any Person (including a Governmental Authority) to fund or assist in the payment of the Service Fees in connection with the Services is reduced, varied or cancelled. For greater certainty, the

Supplier acknowledges, agrees and understands that the SCC may receive grants, contributions and financial assistance (or in kind contributions) from a Governmental Authority to assist in funding the Service Fees payable for the Services and that such Governmental Authority may, in its sole and absolute discretion, and without the involvement or consent of the SCC, elect to cancel, vary or terminate such assistance, such that the Supplier acknowledges and understands the need for the SCC to terminate this Agreement or any SOW issued hereunder in such instances. In connection with any such termination, (i) SCC shall have no liability to the Supplier for amounts in excess of the normal charges performed up until the date of termination; (ii) the Supplier shall use commercially reasonable efforts to reduce any costs associated with any such termination, or partial termination. In no event shall any payment made by SCC to the Supplier include any reimbursements for lost profits or other costs of the Supplier or any of the Supplier's agent(s), supplier(s), or Subcontractor(s). In the event that the Supplier does not provide the necessary assistance in accordance with the Change Order Procedure in Section 3.12 to respond to matters raised by the Governmental Authority in writing or fails to cure non-compliances within the time specified by the regulator, SCC shall have the right to terminate this Agreement for cause and without payment of any penalty or amount of any kind including without limitation unamortized investments or other costs or expenses of the Supplier whatsoever.

- 10.4 **Return of Assets.** Upon termination or partial of this Agreement, within ten (10) days Supplier shall return all SCC IP, SCC Data , SCC Confidential Information and other assets and materials belonging to SCC (except in the case of a partial termination, Supplier shall not return any such materials as are required in its continued performance hereunder). Alternatively, at SCC's request, Supplier shall certify as destroyed all tangible copies of files, data, assets and other materials belonging to SCC that SCC has directed Supplier to so destroy.
- 10.5 **Transition Assistance.** Upon the termination of this Agreement as a result of a material breach in accordance with Section 10.1.1 and upon the request of SCC to do so within 30 days before such termination, Supplier shall cooperate with SCC to effect the transition of Services and functions being performed by Supplier to SCC or another location and/or service provider determined by SCC and shall, for a period of time that shall be specified by SCC up to a period that does not exceed twelve (12) months (unless agreed to otherwise by the Parties), provide all such information and transition assistance as is necessary and reasonably requested by SCC to effect the transition and to ensure the continued provision of Services without interruption or adverse effect during the transition period. Any such transition assistance is not included in the Service Fees and shall be charged by Supplier at its then current time and materials rates (or as may otherwise be agreed to by the Parties in writing) and paid by SCC.

11. CONFIDENTIAL INFORMATION AND DATA

- 11.1 **Disclosure.** During the term of this Agreement, one Party (the "**Disclosing Party**") may make available Confidential Information to the other Party (the "**Receiving Party**").
- 11.2 **Protection.** The Receiving Party shall use the same degree of care to protect and preserve the confidentiality of the Confidential Information as the Disclosing Party uses in protecting and preserving the confidentiality of its own proprietary or confidential information, but in no event with less than reasonable care. The Receiving Party agrees that it shall not, except to the extent required by law or any regulatory authority having jurisdiction, disclose, communicate, provide or otherwise make available the Confidential Information to any person, firm or corporation. The Receiving Party shall take such security and other precautions as are necessary to prevent unauthorized use or inadvertent disclosure of the Confidential Information to any third party. A Receiving Party shall limit disclosure or dissemination of Confidential Information to those of its

officers, directors, employees and professional advisors, and in the case of Supplier approved Subcontractors, to the extent that such disclosure is necessary in connection with its duties and obligations or the exercise of any rights or privileges granted under this Agreement provided that prior to such disclosure it shall inform such persons and parties of the confidential nature of the Confidential Information and it shall be fully responsible and liable for ensuring that all such persons to whom it discloses the other Party's Confidential Information comply with the confidentiality obligations contained in this Agreement. If a Disclosing Party consents to the disclosure of its Confidential Information by a Receiving Party to a third party, the Receiving Party shall enter into a written confidentiality agreement with the person to whom disclosure on terms that are no less restrictive than the terms hereof.

- 11.3 **Use.** The Receiving Party shall use the other Party's Confidential Information solely for the purpose of, and to the extent necessary in the performance of its obligations hereunder and shall not use the Confidential Information on its own behalf, particularly for its own commercial gain or purpose, except to the extent the Disclosing Party may authorize in writing. Furthermore, the Receiving Party, its agents and employees shall not use the Confidential Information for any unlawful purpose whatsoever or in any manner which is contrary to law. The Receiving Party agrees to inform the Disclosing Party immediately if it gains knowledge or suspects that any unauthorized attempt has been made to gain access to the Confidential Information.
- 11.4 **Copies.** All originals and copies of the Confidential Information, however and whenever produced, shall be and remain the sole property of the Disclosing Party. The Receiving Party will keep a record of the location of all originals and copies of the Confidential Information and, with the exception of electronic data contained in back-up servers, will surrender such originals and copies to the Disclosing Party, or destroy same and provide an officer's certificate of destruction, immediately upon the Disclosing Party's written request.
- 11.5 **Exceptions.** The obligations of the Receiving Party pursuant to this Agreement shall not extend to information that the Receiving Party can establish by written evidence: (a) is or that becomes publicly known through no wrongful act of the Receiving Party; or (b) is properly, to the best of the Receiving Party's knowledge and belief, made available to the Receiving Party without confidential or proprietary restriction from a source other than the Disclosing Party or the Disclosing Party's affiliates; or (c) that the Receiving Party can show was rightfully in its possession without obligation of confidentiality; or (d) information which is approved by the Disclosing Party for disclosure in a written document which is signed by an authorized representative of the Disclosing Party; or (e) is required to be disclosed by law or any Governmental Authority having jurisdiction; (f) that is independently developed without reference to or use of the Confidential Information of the other Party; or (g) was provided by the Disclosing Party for use in the Deliverables further to the Services performed under this Agreement.
- 11.6 **Cooperation.** The Supplier will cooperate and comply with any requests or instructions issued by any Governmental Authority applicable to SCC or SCC's Confidential Information or SCC Data. SCC and the Supplier will, in a timely manner, agree upon and make required modifications to the Services or this Agreement to the extent SCC has determined it is necessary in order to comply with applicable law or to protect its Confidential Information.
- 11.7 **Records.** The Supplier shall keep reasonable records and evidence of compliance with the confidentiality obligations relating to Personal Information and permit the same to be audited in connection with the audit conducted by SCC or SCC's auditors. Subject to the audit restrictions set out in Section 16.1, the Supplier will also provide or make available to SCC such records that

SCC reasonably requires to follow up on any complaint SCC has received or any situation where SCC has a reasonable basis for believing that there is or will be a problem or complaint.

- 11.8 **SCC Data.** Without limiting the other terms of this Article 11, the Supplier agrees: (a) Supplier shall only access and process SCC Data to the extent required in the performance of this Agreement and as is directed by SCC; and (b) Supplier acknowledges that SCC Data is Confidential Information for the purposes of this Agreement. Supplier agrees it shall in performing this Agreement comply with all applicable privacy laws and the reasonable instructions of SCC (inclusive of all SCC privacy policies and practices as they relate to the collection, use, storage, protection, and disclosure of SCC Data). Specifically, and at a minimum, Supplier warrants: (i) that it has in place industry standard access controls for versioning, view, modify and delete access and organizational security measures to protect SCC Data against accidental or unlawful destruction or unauthorized disclosure or access; (ii) that it will not access or use SCC Data for any purpose other than as set out in this Agreement; (iii) that it will not transfer SCC Data to any third party other than to secure third party facilities, or for backup purposes or except as otherwise agreed to in writing by SCC; (iv) it will not request Personal Information beyond what is necessary to perform the Services and may only process SCC Data to the extent necessary to perform the Services under this Agreement. If Supplier receives a privacy complaint, inquiry or other notice or communication from an individual, organization or government authority in connection with SCC Data (the “**Complaint**”), Supplier shall promptly notify SCC. Unless otherwise required by law or approved in writing by SCC, Supplier will not respond to the Complaint other than to communicate that the matter will be forwarded to SCC’s privacy compliance office for immediate handling. Supplier shall cooperate fully with SCC in the response to the Complaint. Where Personal Information is disclosed to Supplier in connection with this Agreement, SCC represents and warrants that all such Personal Information is made available in compliance with applicable data protection laws and Supplier may use the Personal Information for the purposes for which it was made available.
- 11.9 **Ownership of SCC Data.** Supplier acknowledges and agrees that as between the parties, SCC is the sole and exclusive owner of all right, title and interest in and to all SCC Data, including all Intellectual Property Rights and other property rights in and to same.
- 11.10 **Security.** Supplier’s security processes and safeguards will be no less rigorous than that a reasonably prudent and diligent commercial entity performing services substantially similar to the Services would undertake.
- 11.11 **Survival.** It is understood that the Parties’ obligations with respect to the Confidential Information will survive indefinitely. The Supplier hereby acknowledges that the terms of this section are reasonable and waives any defence to the strict performance of them by SCC.

12. PERSONNEL

- 12.1 **Personnel.** The Supplier shall furnish competent personnel for the performance of the Service(s) and, where specified in a SOW, shall cause the Services to be provided only by the personnel specified therein, unless replaced with personnel of equivalent competency. SCC’s approval of the Supplier’s personnel is contingent upon the Supplier providing to SCC full and complete references regarding the personnel employment history, education and training at least two business days prior to the personnel’s commencing the provision of Services. The Supplier must disclose to SCC all of the personnel’s employment history relating directly or indirectly to SCC. Entirely at SCC’s discretion, SCC may reject any of the Supplier’s personnel if the reference

information provided by the Suppliers, in SCC's view, insufficient, incomplete or unfavourable to the personnel.

- 12.2 **Security Measures.** The Supplier shall ensure that its personnel (including Subcontractors) comply with SCC's security measures, policies and guidelines communicated to the Supplier from time to time.
- 12.3 **Removal.** Where SCC, in its sole discretion but acting reasonably, deems that an employee or subcontractor of the Supplier is unacceptable, SCC has the right to have such employee or subcontractor removed from SCC account, and the Supplier will so remove such employee or subcontractor promptly.
- 12.4 **Security Clearance.** The Supplier and Subcontractors' personnel will be subject to security clearance prior to being admitted to any of SCC's premises and/or accessing SCC Property (including Confidential Information and/or networks of SCC). In order to obtain security clearance and prior to accessing SCC's premises and/or SCC Property, the Supplier shall provide a personnel-screening form to the Project Authority for each employee and Subcontractor that requires access to SCC's premises and/or SCC Property. SCC shall obtain these forms from the Project Authority and provide to the Supplier.
- 12.5 **Supplier Responsibility.** It is expressly understood and agreed that the personnel furnished by the Supplier to perform any Service(s) shall be and shall remain the Supplier's employees or agents, and under no circumstances are such personnel to be considered employees of SCC. The Supplier assumes full responsibility for the actions of such personnel while performing the Service(s) and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and unemployment insurance, worker's compensation, disability benefits and the like).
- 12.6 **No Solicitation of Employees.** While the Agreement is in effect, the Parties agree not to, directly or indirectly, solicit for employment or hire any employee of the other Party who became known to the hiring Party in connection with the provision of services under this Agreement. Notwithstanding the above, neither Party shall be precluded from hiring any such employee of the other Party who: (a) initiates discussions regarding such employment without any direct or indirect solicitation by the hiring Party; (b) responds to any public advertisement placed by the hiring Party or its retained recruiting firm; or (c) has been terminated by the other Party prior to commencement of employment discussions between the hiring Party and such employee.

13. LIABILITY, INDEMNIFICATION & INSURANCE

- 13.1 **General Liability.** Subject only to the limitations set forth herein, a Party who breaches any of its obligations under this Agreement shall be liable to the other Party for any damages incurred as a result of such breach. The limitations and exclusions set forth below apply irrespective of the cause of action, demand or claim, including, but not limited to, an action, in contract, negligence, tort or otherwise, and shall survive a fundamental breach or breaches and/or failure of the essential purpose of this Agreement.
- 13.2 **Limits on Types of Damages Recoverable.** No Party shall be liable to the other Party for special, indirect, consequential, exemplary or punitive damages, including without limitation, loss of business, profits or revenue, arising out of or related to this Agreement, regardless of the cause of action, whether in contract, negligence, tort or otherwise, and even if such Party has been advised of the possibility of such damages. In no event shall a Party's damages liability

exceed the greater of: (a) two million (\$2,000,000) Canadian dollars; or (b) the equivalent of the total dollar amount of Services purchased by SCC pursuant to this Agreement during the twenty-four (24) months immediately preceding the notice of a Claim hereunder (the “**Damages Cap**”), except where local law, if such local law is found to apply to this Agreement, prohibits any such limitation.

- 13.3 **Exclusions.** The limitations and exclusions set forth in Section 13.2 will not apply to limit or exclude a Party’s liability in respect of: (a) breaches by either Party of its obligations relating to Confidential Information or Personal Information, (b) the Supplier’s termination or refusal to provide the Services in circumstances not permitted under this Agreement; (c) a Party’s indemnification obligations hereunder; or (d) SCC’s obligations to pay undisputed fees or charges related to the Services.
- 13.4 **Supplier Indemnity.** In this section any reference to the Supplier shall be deemed to include the Supplier’s Affiliates, Subcontractors, agents or any other party for whose conduct the Supplier is responsible. The Supplier agrees to indemnify, defend and hold harmless SCC, its respective officers, directors, employees, agents, successors and assigns (each, a “**SCC Indemnitee**”), from and against any and all Losses suffered or incurred by any SCC Indemnitee as a result of or arising out of or in connection with:
- (a) any Claim based upon the infringement by the Supplier of any Intellectual Property Right of a third party;
 - (b) any violation of applicable laws related to the Services by the Supplier
 - (c) grossly negligent, dishonest or wrongful acts by the Supplier or the Supplier’s employees, subcontractors or agents, whether acting alone or in concert with any third party;
 - (d) any third party Claim based upon or resulting from any breach or inaccuracy of any of the representations and warranties made or given by the Supplier in this Agreement;
 - (e) any Claim by any of the Supplier’s Subcontractors, agents and representatives based upon or resulting from any act by or omission of the Supplier;
 - (f) any breach of the Supplier’s obligations related to Confidential Information or Personal Information;
 - (g) the death or bodily injury of any person or the damage, loss or destruction of any real or tangible personal property, caused by the negligence, wilful misconduct or contractual breach of the Supplier; and
 - (h) any fines, penalties or similar charges levied by any governmental or regulatory authorities as result of the Supplier’s acts or omissions in connection with this Agreement.
- 13.5 **Indemnitee Assistance.** SCC agrees to give prompt notice to the Supplier of the assertion of any Claim, damage or injury in respect of which it seeks indemnification hereunder; provided that the failure to give such notice shall not affect or limit the Supplier’s indemnification obligations except to the extent the Supplier is materially prejudiced by such failure. The notice shall summarize the information then available regarding the amount and nature of such Claim, damage or injury in reasonable detail. SCC may participate in the defence at its own expense. SCC shall cooperate with the Supplier in such defence; provided that SCC shall not be obligated to incur any out-of-pocket expenses except to the extent the Supplier agrees in writing to reimburse SCC for such expenses as they are incurred. Without the written consent of the other Party, neither Party may settle any Claim if such settlement involves an admission of liability or wrongdoing on the part of the other Party, or a restriction on the operation of the other Party’s

business in the future or would materially adversely affect the business reputation of the other Party.

- 13.6 **Subrogation.** In the event that a Party hereto indemnifies the other Party, the indemnitor shall, upon payment in full of such indemnity, be subrogated to all of the rights of the Indemnitee with respect to the claim to which such indemnity relates.
- 13.7 **Insurance.** Unless otherwise agreed upon in writing by SCC, the Supplier shall obtain and maintain, at its expense, a policy or policies of:
- (i) Commercial General Liability (“CGL” including personal and advertising injury coverage), with a minimum of \$2,000,000 General Aggregate limit; and \$1,000,000 each occurrence, written on an occurrence form. Insurance shall be written on a world-wide territory.
 - (ii) If the Supplier’s employees will enter SCC’s premises, Workers’ Compensation and Employers’ Liability insurance with minimum limits of \$1,000,000 per accident combined single limit for bodily injury and property damage. The Supplier must (1) provide SCC with a Letter or Certificate from the applicable provincial Workers Safety Insurance Board (“WSIB”) which confirms and identifies that it has an open account and the WSIB account number, and (2) provide SCC with a Letter of Clearance from the WSIB which confirms that the Supplier is registered and has satisfied WSIB assessment remittance requirements before receiving from SCC the holdback or final payout.
 - (iii) Automobile Liability Insurance with \$1,000,000 coverage limits per accident combined single limit for bodily injury and property damage, including owned, non-owned and hired vehicles.
 - (iv) The Supplier will provide Certificates of Insurance at all times naming SCC as "Additional Insured" with respect to general liability coverage for claims against SCC arising from Supplier’s negligence. Supplier’s insurers must be Best’s rated B+, VII or better. Supplier shall provide the Certificates of Insurance, evidencing the required coverage, prior to delivering Services or Deliverables hereunder.
 - (v) Policy limits may not be reduced below those required by this Agreement, coverage required to satisfy this Agreement may not be changed, or the policy cancelled with less than thirty (30) days’ prior written notice to SCC. Supplier’s insurance shall be primary with respect to claims made by SCC as additional insured, regardless of any other insurance available to SCC. Suppliers CGL insurance policy shall contain a waiver of subrogation against SCC and its insurance carrier with respect to claims arising from Supplier’s negligence in carrying out its obligations pursuant to this Agreement. It shall be the responsibility of the Supplier to ensure that any of its agents, representatives, Subcontractors, and independent contractors comply with the above insurance requirements. Coverage and limits referred to above shall not in any way limit the liability of the Supplier.

14. DISPUTE RESOLUTION

- 14.1 **Disputes.** In the event of any dispute or disagreement between the Parties with respect to the interpretation of any provision hereof, the performance of either Party hereunder, under any SOW or Attachment, or any other matter that is in dispute between the Parties related to this Agreement or any SOW or Attachment (a “**Dispute**”), if the Parties cannot resolve a Dispute in

the normal course of performance of the Agreement, then either Party may provide the other Party written notice of the Dispute giving particulars of the Dispute (the “**Notice of Dispute**”). The Parties shall first attempt to resolve, within thirty (30) days of the Notice of Dispute, all Disputes by submitting such Disputes to, for discussion and resolution by, the senior management representatives appointed by the Parties and to cause their respective representatives to meet as soon as possible in an effort to resolve the Dispute. No Dispute shall be considered resolved until both Parties have agreed to the resolution in writing. Each Party’s management representative shall mutually agree on the methods by which they shall attempt to resolve any Dispute, such as, for example, telephone and/or video conferences, email and fax communications and/or face to face meetings. Each Party shall pay its own costs associated with this Section.

- 14.2 **Arbitration.** Any Disputes which cannot be settled within the thirty (30) day period referred to in Section 14.1 will be settled by final and binding arbitration pursuant to the provisions of the *Arbitration Act, 1991* (Ontario), provided, however, such shall not be construed to limit or preclude a Party’s right to seek equitable relief from a court of competent jurisdiction. A Party wishing to pursue arbitration of the Dispute shall give notice of arbitration to the other Party containing a concise description of the matter submitted for arbitration. The venue for the arbitration shall be in the City of Ottawa, Ontario, unless otherwise agreed to by the Parties in writing.
- 14.3 **Arbitration Parameters.** The arbitration panel will consist of a sole arbitrator mutually agreed to by the Parties within twenty (20) days following the notice of arbitration delivered under Section 14.2. If the Parties are unable to mutually agree upon an arbitrator, each Party shall, five (5) Business Days following the twenty (20) day period referred to above, appoint an arbitrator selector with substantially the same expertise as required for the arbitrator, and the two arbitrator selectors so appointed shall appoint a third arbitrator who shall be the arbitrator and whose decision shall be final and binding upon the Parties; provided, however, that if only one Party has chosen an arbitrator selector within such period, that arbitrator selector shall be entitled to appoint the arbitrator. In the event that the arbitrator selectors are unable to mutually agree upon an arbitrator within ten (10) Business Days, either Party shall be entitled to apply to an Ontario court judge having jurisdiction to select an arbitrator. No individual shall be appointed as an arbitrator unless he or she agrees in writing to be bound by the provisions of this Article. In the event of the failure, refusal or inability of the arbitrator to act, or to continue to act, a new arbitrator will be appointed in his or her stead, which appointment shall be made in the same manner as provided herein. The arbitrator shall be a suitably qualified, impartial person who is experienced in commercial and contractual disputes.
- 14.4 **Decision.** The written decision of the arbitrator shall be final and binding upon the Parties in respect of all matters relating to the arbitration, the procedure, the conduct of the Parties during the proceedings and the final determination of the issues in the arbitration. There shall be no appeal on any ground, including, for greater certainty, any appeal on a question of law, a question of fact, or a question of mixed fact and law. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction over the applicable Party or application may be made to any court for a judicial acceptance of the award and an enforcement, as the law of the applicable jurisdiction may require or allow.
- 14.5 **Costs.** The costs of any arbitration shall be borne by the Parties in the manner specified by the arbitrator in his or her determination.

- 14.6 **Continued Performance.** Both Parties shall continue performing their respective obligations under this Agreement while any Dispute is being resolved in accordance with this section, unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.

15. EXCUSABLE DELAYS

- 15.1 **Force Majeure.** Failure or delay in performance by the Supplier shall be excused to the extent caused by a Force Majeure Event provided the Supplier notifies SCC immediately and in detail of the commencement and nature of such a cause and the Service(s) affected thereof, and provided further that the Supplier uses its best efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available. The obligation of the Parties to perform under this Agreement shall be suspended during such event for a maximum period of thirty (30) Business Days. If such event continues beyond thirty (30) Business Days, SCC may, at its option, terminate the Service(s) affected without further notice or liability and the Supplier shall refund to SCC all monies paid in advance in respect of such Service(s).
- 15.2 **No Payment for Unperformed Services.** If the Supplier fails to provide the Services in accordance with this Agreement due to a Force Majeure Event and SCC has not continued to receive the affected Services, for all or any part of the period of excusable delay on the part of the Supplier resulting therefrom, the fees payable thereunder by SCC will be adjusted in a manner such that SCC is not responsible for the payment of any fees or charges whatsoever for Services that the Supplier fails to provide. Where Services are partially performed, or provided, the fees for the period of the Force Majeure Event will be adjusted on an equitable basis.

16. RECORDS & AUDIT

- 16.1 **Records.** The Supplier shall maintain complete and accurate records, in accordance with sound accounting practices, to substantiate its charges hereunder. The Supplier shall retain all relevant records for a period of at least six years from the date of final payment under this Agreement or an applicable SOW. SCC and/or its auditors, or any Governmental Authority, upon reasonable notice to Supplier, and subject to the Supplier's reasonable policies and procedures, shall have the right at any time to audit the Supplier (and all systems and facilities used in the provision of the Services, with the exclusion of the all employee and payroll records, but including all time tracking records) at SCC's cost in order to verify Supplier's compliance with the provisions of this Agreement and to substantiate the fees and charges hereunder. For clarity, excluded from this review SCC reserves the right to use a third party organization(s) to conduct audits on its behalf. Such a third party organization shall be required to sign a confidentiality agreement reasonably acceptable to the Supplier and agree to observe all reasonable security measures established by the Supplier (except to the extent the same would bar access to Supplier or Supplier Subcontractor facilities and systems to the extent permitted under this Section) and shall use reasonable efforts to cause as little disruption as possible to the Supplier's business.
- 16.2 **Overpayments.** If an audit reveals that the Supplier has overcharged SCC for Services by an amount exceeding or equal to six thousand dollars (\$6000.00), the Supplier shall reimburse SCC the costs of the audit and the amount of any overcharges due retroactively. If an audit reveals that the Supplier has overcharged SCC for Services by an amount less than six thousand dollars (\$6000.00), the Supplier shall reimburse SCC the amount of any overcharges due retroactively. The Supplier shall pay any amount it owes to SCC within thirty (30) days

following receipt of SCC's written request for the same including documentation substantiating such overcharges. Such payment shall be credited against amounts invoiced by the Supplier to SCC, or if requested by SCC, paid in the form of a cheque payable to SCC.

- 16.3 **Underpayments.** If an audit reveals that the Supplier has undercharged SCC for Services during the audited period, SCC shall pay the Supplier the difference between what should have been charged and what was actually charged.
- 16.4 **Survival.** This Article 16 shall survive the expiration or termination of this Agreement and shall continue to the sixth (6th.) anniversary of the effective date of termination of this Agreement.

17. OTHER TERMS

- 17.1 **Non-waiver.** Failure or delay of any Party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach after demand for strict performance. All waivers must be in writing by the Party waiving its rights.
- 17.2 **Right of set-off.** Without restricting any right of set-off given by law, the SCC may set-off against any amount payable to the Supplier under the Agreement or under any other current agreement. The SCC may, when making a payment pursuant to the Agreement, deduct from the amount payable to the Supplier any such amount payable to the SCC by the Supplier which, by virtue of the right of set-off, may be retained by the SCC.
- 17.3 **Employees of the Supplier.** No employee of the Supplier is admitted to any share or part of the Agreement or to any benefit to arise therefrom.
- 17.4 **No Bribe.** The Supplier declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the SCC or to a member of the family of such person, with a view to influencing the entry into the Agreement or the administration of the Agreement and that it has not employed any person to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee.
- 17.5 **Conflict of Interest.** The SCC is subject to a very stringent Conflict of Interest Policy. The Supplier shall submit the complete details of any personal or professional relationship between the Supplier or its affiliates, officers or employees, and a SCC employee, officer or director or family member thereof prior to commencing the delivery of the Services and, if such a relationship arises during the course of the Agreement, upon being made aware of such a relationship.
- 17.6 **Severability.** To the full extent possible each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared by a court or arbitrator of competent jurisdiction void or unenforceable with respect to particular facts or circumstances, such provision shall remain in full force and effect in all other facts or circumstances. If any provision of this Agreement is declared by a court or arbitrator of competent jurisdiction entirely void or unenforceable, such provision shall be deemed severed from this Agreement which shall otherwise remain in full force and effect.
- 17.7 **Compliance.** The Supplier warrants that it has obtained all authorizations, licences and permits, temporary or permanent, required by the Province(s), Territories, State(s) or Countries or by

any other Governmental Authorities necessary to perform its obligations hereunder and that same are in full force and effect and shall, when requested, provide SCC with adequate evidence of its compliance with this Agreement. The Supplier shall also comply with all other Federal, Provincial and local laws, rules and regulations affecting the performance of the Service(s) covered by this Agreement. The Supplier hereby agrees that it will indemnify and hold harmless SCC against any claim arising out of failure by the Supplier to comply with this section. The Supplier shall notify SCC immediately in writing in the event of the revocation, termination or discontinuance of any such authorization or permit. When on SCC's facilities or premises, Supplier and its agents will not use such facilities or premises for any unlawful purpose or act and comply with all of SCC's standard policies and procedures as in effect from time to time, including procedures for security and privacy.

- 17.8 **Relationship.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, fiduciary or employment relationship between the Parties hereto nor shall any Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other Party. The Parties will remain at all times independent contractors. In no event will either Party's employees, agents or subcontractors be considered agents or employees of the other Party. The Supplier is not engaged for the purposes of the Agreement as an employee or agent of the SCC and agrees to be solely responsible for all payments and/or deductions required to be made respecting employment insurance, workmen's compensation laws of the province where the Services are performed, income tax and/or any payment deductions and remittances required by law in relation to its employees. The Agreement does not constitute any party being the agent of the other, or create between the parties the relationship of partnership or joint venture, and no party has the power to obligate or bind the other party in any manner whatsoever. The Supplier has no authority to and undertakes not to make any representation relating to the SCC, nor give any warranty or representation on behalf of the SCC, without the SCC's prior written authorization. The Supplier will be liable for any and all damages, losses and costs, including special, incidental, consequential, indirect and punitive damages (including lost profits and lost savings) suffered by the SCC as a result of a breach of any of the above undertakings. The Supplier recognizes and acknowledges that any breach or threatened breach of the above undertakings may cause the SCC irreparable harm for which monetary damage may be inadequate. The Supplier agrees therefore that the SCC would be entitled to an injunction to restrain the Supplier from such breach or threatened breach.
- 17.9 **Publicity & Trademarks.** The Supplier shall not use the SCC's name, or reveal the existence of this Agreement or that the Supplier is a service provider or supplier for SCC in any advertising, promotional activities or publicity release without the SCC's prior written consent, provided that the Supplier may make any requisite disclosure under any applicable laws or regulations of any Federal, Provincial or Municipal government or any rule of any regulating body or agency, including any securities commission or security exchange. Notwithstanding any other provisions of this Agreement, the Supplier shall have no right to use SCC's trademark, or trade name or to refer to this Agreement or the work performed hereunder, directly or indirectly, in connection with any product, work, promotion or publication without the prior written approval of SCC.
- 17.10 **Further Assurance, Consents and Approvals.** The Parties shall at all times, and from time to time, and upon reasonable written request to do so, make, do, execute, deliver or cause to be made, done, executed or delivered all such acts, documents, deeds, assurances, instruments and things as may be reasonably required or desirable to give effect to this Agreement and to carry out its provisions.

- 17.11 **Remedies.** The remedies of SCC provided for in this Agreement are neither exclusive nor mutually exclusive and SCC shall be entitled to resort to any such remedies, or any other remedy available to SCC at law or in equity, or some or all in any combination, at SCC's discretion. No delay or failure of SCC to exercise any right or remedy will operate as a waiver thereof, except where specifically provided herein to the contrary.
- 17.12 **Time of the Essence.** The Parties agree that time is of the essence and the Supplier shall use its best efforts to complete all Service(s) within the scheduled delivery and acceptance dates.
- 17.13 **Governing Law.** This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflict of laws principles that may result in the application of other laws. The Parties agree that, subject to the terms of Article 14, the courts of the Province of Ontario shall have non-exclusive jurisdiction in reference to any applicable matters contained herein. The United Nations "*Convention Relating to a Uniform Law on the International Sale of Goods*," or any similar or successor convention or law, shall not be applied to this Agreement or transactions under this Agreement.
- 17.14 **Interpretation.** In the event of any conflict or inconsistency between the provisions of this Master and any other document (including the provisions of any SOW, policy, documentation or Attachment), then the provisions of the Master shall prevail over the conflicting provisions and govern the interpretation thereof, but only for purposes of such conflicting provisions. Except as otherwise provided herein, none of the obligations of the Parties hereto shall merge upon payment in full by SCC of the fees of the Service(s). In this Agreement: (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (b) all usage of the word "including" or the phrase "e.g.," in this Agreement shall mean "including, without limitation," throughout this Agreement; (c) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided; (d) when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period shall end on the next business day; (e) the division of this Agreement into separate Articles, Sections, Subsections and Schedule(s) and the insertion of titles and headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement; (f) words or abbreviations which have well-known or trade meanings are used herein in accordance with their recognized meanings; and (g) the terms and conditions hereof are the result of negotiations between the Parties and the Parties agree that this Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.
- 17.15 **Entire Agreement.** This Agreement, including the SOWs referenced herein, contains the entire Agreement between the Supplier and SCC with respect to the subject matter thereof as of the Effective Date. This Agreement may not be changed or modified except in writing signed by both Parties, and any verbal modification shall be void and of no effect.
18. **ASSIGNMENT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors and permitted assigns. SCC may assign or delegate this Agreement to any entity to which it may merge, amalgamate, or otherwise transfer substantially all of its business, outsource or divest particular department, without the necessity of obtaining the Supplier's written consent. Except as may be expressly permitted in this Agreement, neither Party may assign this Agreement or any of its rights, duties or obligations

to any person or entity without first obtaining the written consent of the other Party, which consent shall not be unreasonably withheld.

19. **CURRENCY.** All dollar amounts specified under this Agreement refer to the currency of Canada and all dollar amounts owing from time to time under this Agreement shall, unless otherwise specified in a SOW, be payable in Canadian currency and will not be subject to fluctuations based on currency exchange, unless otherwise agreed to by the Parties in writing.
20. **NOTICE.** Any notice, request, demand, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery, transmitted by electronic mail or sent by ordinary mail, postage prepaid, addressed to the Party for which it is intended at its address specified below, provided, however, that any Party may change its address for purposes or receipt of any such communication by giving ten (10) Business Days prior written notice of such change to the other Party in the manner prescribed above. Any notice so given shall be deemed to have been received on the date on which it was delivered or transmitted by electronic mail, or, if mailed, on the eighth (8th) Business Day next following the mailing thereof. If the Party giving any communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of the mail, any such communication shall not be mailed but shall be made or given by personal delivery. The Supplier hereby agrees to quote the requisite SOW number(s) specified by SCC on all notice, request, demand, consent or other communication addressed to SCC. All notices provided to SCC shall be to the "Attention: Legal Department".

In the case of a notice to the SCC:

Standards Council of Canada
rue 55 Metcalfe Street, Suite, 600
Ottawa, ON K1P 6L5
Attention: Contracting Authority
Email:contracts@scc.ca

In the case of a notice to the Supplier:

XXXXXXXXXXXXXXXXXX

21. **COUNTERPARTS.** This Agreement may be executed by the Parties in several counterparts, including executed counterparts delivered by electronic communication, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument.

22. **SURVIVAL.** It is agreed that Section 6 (Intellectual Property and Ownership), Section 8 (Warranties), Section 10 (Termination), Section 10.5 (Confidential Information and Data), Section 13 (Liability, Indemnification & Insurance), Section 14 (Dispute Resolution), Section 16 (Records & Audit), Section 17 (Other Terms), Section 18 (Assignment), Section 20 (Notice), Section 22 (Survival), and any other terms that are expressly stated to survive (indefinitely or for a prescribed period of time), and all other terms which are necessary to give effect to such terms and provisions shall survive any termination or expiration of this Agreement until such time as the Parties may mutually agree to the release of the obligations contained therein.

IN WITNESS WHEREOF, Contractor and SCC have caused this Agreement to be duly executed by their respective authorized officers.

FOR THE SUPPLIER:

_____ **Address:**

Date (YYYY-MM-DD)

FOR THE SCC:

_____ **Address:**
Name/Title 55 Metcalfe Street, Suite 600
Chief Financial Officer Ottawa, ON K1P 6L5

Date (YYYY-MM-DD)

_____ **Name/Title**
Chief Executive Officer

OR

Corporate Secretary

Date (YYYY-MM-DD)

c.c. Supplier
Accounts Payable
Corporate Administration

Appendix A: Statement of Work

Appendix A.1: Roles and Responsibilities

Appendix A.2: Work Plan Review Process

Appendix A.3: Reporting Process and Template

Appendix A.4: Scope Change Management Process and log