



ANNEX F – SOFTWARE AS A SERVICE (SAAS) RESULTING CONTRACT CLAUSES

**TO THE REQUEST FOR SUPPLY ARRANGEMENT
(RFSA) FOR**

SOFTWARE AS A SERVICE (SAAS)

GOVERNMENT OF CANADA METHOD OF SUPPLY

(GC CLOUD)

Software as a Service Solution (SaaS)

Resulting Contract Terms

Note to Contractors: *These Resulting Contract Clauses are intended to form the basis of any contract(s) resulting from the RFSA. Except where specifically set out in these Resulting Contract Clauses, acceptance by Suppliers of all the clauses is a mandatory requirement of this RFSA.*

No modification or other terms and conditions included in the Submission will apply to any resulting contract, despite the fact that the Submission may become part of the resulting contract.

Any Supplier providing a Submission containing statements implying that the Submission is conditional on modification of these Resulting Contract Clauses (including all documents incorporated by reference) or containing terms and conditions that purport to supersede these Resulting Contract Clauses will be considered non-responsive. As a result, Suppliers with concerns regarding the provisions of these Resulting Contract Clauses should raise those concerns in accordance with the RFSA.

If additional legal issues are raised by a Submission, Canada reserves the right to address those issues in any contract awarded as a result of this RFSA. If the additional provisions are unacceptable to the Supplier, the Supplier may withdraw its Submission.

This Contract is between [CONTRACTOR NAME] (the "Contractor") and [GOVERNMENT OF CANADA ENTITY] ("Canada").

This Contract is issued in accordance with Supply Arrangement (SA) [SA number on page 1]. The Terms and Conditions set out in the SA form part of this Contract.

1. Requirement

1.1 The Contractor agrees to provide the Services and perform the Work described in the Contract in accordance with and at prices no greater than those set out in the Supply Arrangement, Annex C – SaaS Solution(s) and Ceiling Prices, or in the Contractor's bid, as applicable.

1.2 Services. The Contractor agrees to provide the following Services:

- (a) providing the Services identified in Appendix A, which includes, at a minimum:
 - (i) granting usage rights to the Software as a Service (SaaS) Solutions ("Solution(s)") identified in Appendix A provided by or hosted by the Contractor;
 - (ii) providing Solution Documentation;
 - (iii) maintaining, upgrading, and updating the Solution(s);
 - (iv) managing incidents and defects to ensure the Solution(s) operate at the applicable service levels;
 - (v) providing incidental and additionally required information technology infrastructure services; and
 - (vi) infrastructure services required to deliver the Solution.

1.3 *(Note to Contracting Authority: Optional clause to be used when professional services are required. If professional services are required, only include the professional services that are made available through the Contractor's Annex C- SaaS Solutions and Ceiling Prices)*

Professional Services. The Contractor agrees to provide the following Professional Services, as and when requested by Canada, using the Task Authorization process:

- (a) Quick Start Guide ("QSG") training and services package;
- (b) implementation services;
- (c) training services;
- (d) data cleansing, migration and transition services; and
- (e) advisory services.

1.4 Client. Under the Contract, the "Client" is _____.

1.5 Reorganization of Clients. The Contractor's obligation to provide the Services and perform the Work will not be affected by (and no additional fees will be payable as a result of) any form of reorganization or restructuring of any Client. Canada may designate replacement Contracting Authority or Technical Authority.

2. Term, Termination and Auto Renewal

NOTE: This Article will be adjusted at Contract award to include either the Fixed Term or Subscription Term clauses (Section 2.1 – 2.5 OR Section 2.1 a – f), as applicable to the corresponding Unit of Measure submitted by the Contractor in the applicable Annex C or the winning bid.

2.1 Contract Period. The Contract Period includes the entire period of time during which the Contractor is obliged to provide the Services and perform the Work.

2.2 Initial Term. This Contract begins on the date the Contract is awarded and ends on [TERM expiry DATE/ # of years].

2.3 Option Periods. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to [Number of extensions] [Period of extensions]-periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment. Canada may exercise the option(s) at any time by sending a written notice to the Contractor at least 90 calendar days before the expiry date of the Contract. The option may be exercised only by the Contracting Authority, and will be evidenced, for administrative purposes only, through an amendment to the Contract.

2.4 Auto-Renewal Opt Out. Canada hereby provides notice to the Contractor that it opts out of any auto-renewal of the term obligation. The Contractor acknowledges receipt of the notice, and represents that this Contract will be valid only until the end of the Contract Period, as defined above.

2.5 Change in Consumption. The Contractor grants to Canada the irrevocable option to increase or decrease their consumption of the SaaS products or services detailed in Appendix A at the time of contract renewal. Where Canada's consumption of a specific SaaS products or services is decreased, the Contractor agrees that no penalty shall apply as a result, although per unit pricing

may be adjusted given a decrease in consumption as indicated through the Contractor's Annex C – SaaS Solutions and Ceiling Prices.

OR

2.1 Subscription Term

- (a) **Subscription Services.** Canada acknowledges that the Contractor will deliver the Services on a subscription basis without a prescribed Contract Period. Canada further understands that even if a defined Contract Period is identified, that the Contractor's commercial offering may provide for an automatic renewal of the subscription services.
- (b) **Metrics.** The Contractor agrees to provide Canada with access to the Solution on a subscription basis, all at prices no greater than those set out in the Supply Arrangement, Annex C – SaaS Solutions and Ceiling Prices, or in the Contractor's bid, as applicable.
- (c) **Auto-Renewal Notification.** The Contractor acknowledges that, despite Canada's agreement to the Contractor's standard commercial terms, Canada is subject to a legal regulatory framework governing financial expenditure authority.

The Contractor agrees to provide a notification functionality or a tool to Canada as part of the Services, to assist Canada in administering the Contract. The Contractor further agrees to send notifications to both the Contracting Authority and the Technical Authority at least 60 days in advance of the expiry of the subscription services or Contract Period.

- (d) **Grace Period.** The Contractor agrees to provide Canada with a grace period of 4 weeks to terminate the Contract Period, in the event that Canada fails to stop its usage of the Service on or before the end of the defined Contract Period. At any time before the expiry of the grace period, and notwithstanding any auto-renewal clause elsewhere in the Contract, the Contracting Authority may terminate the Contract by providing written notice to the Contractor of Canada's decision to terminate the Contract. Upon delivery of the notice, the termination will take effect immediately or, at the time specified in the termination notice. Canada will be released from further obligation under the Contract after the termination date, and will be specifically released from any extended term resulting from an auto-renewal clause. The Contractor will apply no penalty or additional fees in these circumstances.
- (e) **Canada's Responsibility.** Notwithstanding the provision of the grace period, Canada remains responsible to monitor its obligations under the Contract, including fees, renewal and expiry dates, consumption, usage, payment, termination and renewals.
- (f) **Change in Consumption:** The Contractor grants to Canada the irrevocable option to increase or decrease their consumption of the SaaS products or services detailed in Appendix A. Where Canada's consumption of a specific SaaS products or services is decreased, the Contractor agrees that no penalty shall apply as a result, although per unit pricing may be adjusted given a decrease in consumption as indicated through the Contractor's Annex C – SaaS Solutions and Ceiling Prices.

3. Solution

3.1 Software as a Service. The Contractor will deliver the Solution through a Software as a Service ("SaaS") delivery model, allowing Canada to access and use the Solution which is hosted by the Contractor.

3.2 Commercially-Available Solution. Canada acknowledges that the Solution is a commercially-available solution provided to other customers. As part of the subscription to use the Solution, the

Contractor agrees to make available to Canada all the features and functionalities included in the commercially available version of the Solution, and be responsible for the incidental and required information technology infrastructure services required to deliver the Solution, all of which is included in the subscription price.

3.3 Software Application Evolution; Features or Functionalities. Canada acknowledges that the Solution, underlying software application or associated infrastructure may evolve during the course of the Contract Period. The Contractor agrees to continue to provide the Services as the commercially available Solution, with functionality or features with terms that are materially no less favourable than as at the time of Contract award.

3.4 Improvements to and Evolution of the Solution. The parties acknowledge that technology and business models evolve quickly and that any Solution provided at the beginning of the Contract Period inevitably will be different from the Solution provided at the end of the Contract Period and the method(s) by which the Solution and any potential peripherals are delivered to Canada are likely to change or evolve, and that, at the time of entering into this Contract, the parties cannot possibly contemplate all the goods or services that may be delivered under this Contract, other than they will be connected to delivering to Users. With that in mind, the parties agree that:

- (a) The Contractor must maintain and continuously improve the Solution and infrastructure throughout the Contract Period on a commercially reasonable basis, and must provide those improvements and enhancements to Canada as part of Canada's subscription, with no price adjustment if those improvements and enhancements are also offered to other customers at no additional cost.
- (b) If the Contractor removes any functions from the commercial offering to the Solution and offers those functions in any new or other services or products, the Contractor must continue to provide those functions to Canada as part of Canada's subscription to the Services, under the existing terms and conditions of the Contract regardless of whether those other services or products also contain new or additional functions. The Contractor has no obligation to comply with this paragraph if the Solution acquired by Canada is still offered by Contractor in parallel with the new services offered to other customers.

3.5 Downgrade. If the Contractor is unable to provide the Services with no less favourable core features and functionality, the Contractor will provide written Notice to Canada identifying the circumstance, and alternative options, specifically including a reduction in pricing. If no proposed alternative option is acceptable to Canada, the Contractor agrees to consent to a termination of the Contract. The Contractor agrees to immediately repay the portion of any advance payment for the Services that is unliquidated at the date of the termination to Canada.

4.0 Services

4.1 Solution Services

- (a) **Software as a Service.** The Contractor will provide all Services required for Canada to access and use the Solution as specified in Appendix A.
- (b) **Authority.** The Contractor represents and warrants that it owns or has obtained and will maintain throughout the Contract Period, all necessary authority specifically including intellectual property rights required to provide the Services in accordance with the terms of this Contract.
- (c) **Indemnification.** If anyone claims that as a result of Canada's access or use of the SaaS Services, Canada is infringing its intellectual property rights, Canada will promptly notify the

Supplier in writing about the claim. In the above circumstances, or if anyone claims that the Supplier is infringing its intellectual property rights in relation to the subject SaaS Solution of this Contract.

The Supplier must immediately do one of the following:

- (i) take all necessary steps to acquire the rights to be able to continue to provide Canada the Solution Services in accordance with the Contract;
- (ii) modify or replace the allegedly infringing part of or the whole SaaS Solution, and continue to provide Canada the Solution Services in accordance with the Contract;
- (iii) if the above options are not viable, the Supplier agrees to provide written notice of the claim to Canada, and propose an alternate "Replacement" SaaS Solution as a new or interim basis of the Solution Services under this Contract. The Supplier agrees to provide the new or interim Solution Services at the same price as the subject Solution Services, for the duration of the Contract Period, regardless of the Supplier's commercial price for the Replacement SaaS Solution, or whether the Replacement SaaS Solution has greater functionality. Additionally, the Supplier agrees to provide training at no additional cost if required by Canada for its use of the Replacement SaaS Solution; or
- (iv) provide written notice to Canada to terminate the Contract, including the name of the claimant, the nature of the claim, the Supplier's purported authority to the allegedly infringing part of the SaaS Solution and a confirmation of the Supplier's inability to continue to provide Canada the Solution Services in accordance with the Contract. For this termination right, the Supplier agrees to provide Canada extended access to any GC data used or stored through the SaaS Solution for recovery or migration, and agrees to fully refund any part of the Contract Price that Canada has already paid in previous 12 months, or from the date of infringement, whichever is earlier.

If the Supplier fails to comply with this section within a reasonable amount of time, the Supplier agrees to reimburse Canada for all the costs Canada may incur to resolve the infringement claim, including the procurement of new Solution Services.

- (d) **Accessibility:** The Contractor must ensure that the Solution does not interfere with accessibility standards compliance, as specified in the Standard on Web Accessibility: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601>.
- (e) **Usage Grant.** Subject to the quantities identified in Appendix A, the Contractor grants to Canada the non-exclusive, non-assignable right to access and use the Solution from an unlimited number of locations, devices and operating environments, through secure, wireless, mobile or other connection, via the internet, a web browser or other access connection technology which may become available.
- (f) **Included.** The Contractor represents and warrants that the Services include
 - (i) hosting and maintenance of the Solution;
 - (ii) all incidental and additional required information technology infrastructure services, in compliance with all required security standards;

- (iii) the technical infrastructure that complies with all required security standards, allowing Canada to use the Solution to process any of Client's Data in compliance with its expressed security standards; and
 - (iv) unfettered access and use by the Client, regardless of the amount of data created, processed or stored by the Solution, all of which is included in the price, subject to the quantities identified in Appendix A,
- (g) **Restricted Usage Rights.** Canada acknowledges that in providing the Services, the Contractor is not delivering ownership rights to any software product, component of the Solution or infrastructure used by the Contractor to provide the Services, except as expressly provided in a Task Authorization. Canada will not knowingly:
 - (i) distribute, license, loan, or sell the Solution;
 - (ii) impair or circumvent the Solution's security mechanisms; or
 - (iii) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Solution.
- (h) **Applicable Terms and Conditions.** The Contractor has advised and Canada acknowledges that the Contractor may unilaterally modify the terms under which it provides its commercial offering of the Solution, without notice to its customers, including Canada. The Contractor represents and warrants that any such modification will not result in less favourable terms, specifically including price, service levels and remedies, regardless of any notification to the contrary.
- (i) **Additional Terms and Conditions.** The parties agree that any terms and conditions, including any "click-through" or "pop-up" notices, that apply to the Contractor's commercial offering of the Solution, including third party tools or incidental infrastructure, will not apply to Canada's use of the Solution if those terms conflict with the express terms of this Contract. The terms and conditions of third party tools not specified as a Service or Solution in Appendix A are not subject to this section.
- (j) **Commercial SaaS Offering.** Canada acknowledges that it will accept the Contractor's commercial SaaS offering, and states that, unless explicitly identified as Work or Services to be delivered under this Contract, Canada does not require custom development, alternative services, service levels, functionalities or features.
- (k) **Data Retrieval:** The Contractor agrees to make Canada's data available for a minimum of 30 days after the end of the Contract to allow the Client sufficient time to migrate their data to a new environment, at no additional cost to Canada.

5. Service Levels

Annex D, Service Level Agreement contains the specific information defining the levels and standards for processes and performance expectations for the Services to be delivered under the Contract, and must be read in conjunction with the following section.

5.1 Availability. The Contractor will make the Service available to Canada in strict compliance with Solution Documentation and Annex D, Service Level Agreement.

5.2 Service Credits. The Contractor will provide the applicable Service Credits to Canada for failing to achieve the uptime Solution Availability levels as defined in Annex D, Service Level Agreement.

5.3 Exclusions. The Contractor will expressly specify any exclusions to the Solution Availability levels identified in Annex D, Service Level Agreement.

5.4 Support Services. The Contractor will provide technical support assistance in strict compliance with Annex D, Service Level Agreement.

5.5 Escalation. The Contractor will provide an escalation process for dispute resolution, which is identified in Annex D, Service Level Agreement.

5.6 No Infringement. The Contractor warrants that, **to the best of its knowledge**, nothing in the Solution, or in Canada's use of the Solution, **does or will** infringe or constitute a misappropriation of the intellectual property or other rights of a third party.

6. Documentation

6.1 Solution Documentation. The Contractor must provide or deliver access to the commercially available Solution Documentation to Canada upon Contract Award. The Contractor must update Solution Documentation on a commercially reasonable basis.

6.2 Other Documentation. The Contractor must provide or deliver access to any documentation required in performance of the Work.

6.3 Translation Rights. The Contractor agrees that Canada may translate any written deliverable, including the Solution Documentation or Training Materials into English or French. The Contractor acknowledges that Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor will not be responsible for technical errors that arise as a result of any translation made by Canada.

6.4 Right to License. The Contractor guarantees that it has the right to license the Software as a Service and full power and authority to grant to Canada all the rights granted under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Canada agrees that its only remedy and the Contractor's entire obligations in relation to a breach of this guarantee are the remedies and obligations set out in the section 4.1(c) "Indemnification" contained in the in Annex F of the Articles of Agreement.

6.5 Defective Documentation. If at any time during the Contract Period, Canada advises the Contractor of a defect or non-conformance in any part of the documentation delivered with the Work, the Contractor must correct the defect or non-conformance as soon as possible and at its own expense. Canada may provide the Contractor with information about defects or non-conformance in other documentation, including the Solution Documentation, for information purposes only.

7. Rights & Remedies

7.1 Rights are Cumulative:

All rights and remedies provided in the Contract or by law are cumulative, not exclusive.

7.2 Termination for Default

- (a) **Notice of Default:** The Contracting Authority may serve the Contractor with written Notice of Termination for Default of part or all of the Contract. The Notice will identify the breach, the relevant circumstances, any proposed cure period, the affected Work or Services (if partial termination), any action plan requirement, any required Transition or Migration Services, and

the effective date of termination. The Notice will also identify whether Canada reserves any additional damages claim.

- (b) **Contractor Compliance:** The Contractor must comply with the requirements of the Notice.
- (c) **Total Default:** If, in Canada's reasonable opinion, the Contractor's default is a total or material breach of the Contract, Canada may immediately terminate the Contract by the Notice. For clarity, Canada's opinion may be based on circumstances including but not limited to:
 - (i) the Contractor's non-performance of a material contract obligation;
 - (ii) the Contractor irrefutably appears unable to perform a material contract obligation, due to factors beyond the Contractor's control. For clarity, this includes, actual or apparent insolvency, repeated failure to produce acceptable deliverables under this or other similar contracts with Canada,
 - (iii) the Contractor's multiple or repeated, uncured breach of an intermediate contract obligation(s), and
 - (iv) the Contractor's default adversely impacting government operations.
- (d) **Other Default:**
 - (i) If the Contractor defaults are not Total Defaults, Canada will identify a Cure Period during which the Contractor must remedy the default and may require an action plan.
 - (ii) If, in response to the Notice, the Contractor indicates its inability or unwillingness to cure the default, Canada may terminate the Contract for default immediately.
 - (iii) If the Contract (including any individual Task Authorization) specifies that a specific default will be subject to no cure period, Canada may terminate the Contract for default immediately without providing any opportunity to cure the default.
- (e) Canada is not required to notify the Contractor of any or every default. The Parties agree Canada may choose to not use this formal notification process or may choose to extend time to the Contractor, and neither will be construed as Canada waiving any rights or acquiescing in the Contractor's default.
- (f) If Canada terminates the Contract for default, Canada will only pay for completed Work or Services delivered and accepted, prior to the termination date. Canada will not pay any amount exceeding the value of the Work or Services accepted. The contractor agrees to immediately repay the portion of any advance payment that is unliquidated at the date of the termination to Canada.

7.3 Termination for Convenience

- (a) **Notice of Termination:** The Contracting Authority may serve the Contractor with written Notice of Termination for Convenience of part or all of the Work. The Notice will identify the effective date of termination, the affected Work (if partial termination), and any required Transition or Migration Services. The Contractor must comply with the requirements of the

Notice, including continuing to perform or deliver Services or Work not affected by the termination.

- (b) The Contractor agrees to immediately repay the portion of any advance payment that is unliquidated at the date of the termination to Canada.
- (c) If, under (a), Canada terminates:
 - a. **Work.** Canada will pay the Contractor reasonable costs incidental to the termination of the Work incurred by the Contractor, specifically excluding costs related to severance of employees, unless the Contractor establishes those costs arise from statutory obligations.
- (d) The parties agree that these amounts represent a genuine estimate of liquidated damages that would result to the Contractor for early termination of the Contract, and not a penalty.

8. Work *(Optional clauses to be used when professional services are required)*

All clauses related to Work apply to Work as defined in Appendix B and not to the Services.

8.1 Professional Services

- (a) **Professional Services.** The Contractor must perform and deliver such Professional Services (the "Work") to Canada as detailed in a Task Authorization.
- (b) **Conduct of the Work; Warranty.** The Contractor represents and warrants that (a) it is competent to perform the Work; (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, to effectively perform the Work.
- (c) **Time is of the Essence.** It is essential that the Work be delivered within or at the time stated in a Task Authorization.

8.2 Remedies

- (a) **Work.** If at any time during the Contract Period the Work fails to meet its warranty obligations, the Contractor must as soon as possible correct at its own expense any errors or defects and make any necessary changes to the Work.
- (b) **Documentation.** If at any time during the Contract Period, Canada discovers a defect or non-conformance in any part of the documentation delivered with the Work, the Contractor must as soon as possible correct at its own expense the defect or non-conformance.
- (c) **Canada's Right to Remedy.** If the Contractor fails to fulfill any obligation described herein within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming Work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming Work, an equitable reduction will be made in the Contract Price.

8.3 Subcontracts

- (a) **Conditions to Subcontracting.** The Contractor may subcontract the performance of the Work, provided (a) the Contractor obtains the Contracting Authority's prior written consent; (b) the subcontractor is bound by the terms of this Contract; and (c) the Contractor remains liable to Canada for all the Work performed by the subcontractor.
- (b) **Exceptions to Subcontracting Consent.** The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority: (i) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business; (ii) subcontract any incidental services that would ordinarily be subcontracted in performing the Work; and (iii) permit its subcontractors at any tier to make purchases or subcontract as permitted in subsections (i) and (ii).

8.4 Excusable Delay

- (a) **No Liability.** The Contractor will not be liable for performance delays nor for non-performance due to causes beyond its reasonable control that could not reasonably have been foreseen or prevented by means reasonably available to the Contractor, provided the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it (referred to as an "**Excusable Delay**").
- (b) **Notice.** The Contractor must also advise the Contracting Authority, within 15 business days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval of a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- (c) **Delivery and Due Dates:** Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- (d) **Canada not responsible for Costs:** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
- (e) **Right to Terminate.** If such an event prevents performance under the Contract for more than 30 calendar days, then the Contracting Authority may elect to terminate the TA, or part or all of this Contract on a "no fault" basis, meaning neither party will be liable to the other in connection with the Excusable Delay or resulting termination, and Canada will only be responsible for paying for the Work received up to the effective date of the termination.

8.5 Professional Services: Transition Services

- (a) **Migration.** The Contractor acknowledges that due to the nature of the Services provided under the Contract, Canada may require continuity. Prior to the transition to the new contractor or to Canada, the Contractor must provide all operational, technical, design and configuration information and documentation for all Services required to complete the transition, provided that it is not Contractor confidential information. The Contractor represents and warrants that it will not directly or indirectly interfere with or impede Canada's access to or transfer of Client's Data.

- (b) **Migration and Transition Services.** The Contractor agrees that, in the period leading up to the end of the Contract Period, if Migration or Transition Services are requested by Canada, it will reasonably assist Canada in the transition from the Contract to a new contract with another supplier and/or migrate Client's Data to a new supplier environment, to the extent that these services are made commercially available to other customers. There will be no charge for the services other than those charges set out in the Basis of Payment.

8.6 Inspection and Acceptance of the Work

- (a) **Inspection by Canada:** All the Work is subject to inspection and acceptance by Canada. Canada's inspection and acceptance of the Work does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and the Contractor is required to correct or replace it at its own expense.
- (b) **Acceptance Procedures:** Unless provided otherwise in the Contract, the acceptance procedures are as follows:
- (i) when the Work is complete, the Contractor must notify the Technical Authority in writing, with a copy to the Contracting Authority, by referring to this provision of the Contract and requesting acceptance of the Work;
 - (ii) Canada will have 30 days from receipt of the notice to perform its inspection (the "**Acceptance Period**").
- (c) **Deficiencies and Resubmission of Deliverable:** If Canada provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work before acceptance and the Acceptance Period will begin again. If Canada determines that a deliverable is incomplete or deficient, Canada is not required to identify all missing items or all deficiencies before rejecting the deliverable.
- (d) **Access to Locations:** The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed, other than multi-tenant data centres, at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person(s) or location(s) as Canada specifies.
- (e) **Contractor Inspection for Quality:** The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. All deliverables submitted by the Contractor must be of a professional quality, free of typographical and other errors, and consistent with the highest industry standards.
- (f) **Inspection Records:** The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.
- (g) **Informal Feedback:** Upon request by the Contractor, Canada may provide informal feedback prior to any deliverable being formally submitted for acceptance. However, this must not be used as a form of quality control for the Contractor's Work. Canada is not obliged to provide informal feedback.

9. Task Authorization (TA) *(Optional clauses to be used when professional services are required)*

The Contractor's professional services performed under this Contract will be on an "as and when requested basis" using a Task Authorization.

9.1 Form and Content of TA. A TA will contain (a) Contract and TA number; (b) the details of the required activities and resources; (c) a description of the deliverables; (d) a schedule indicating completion dates for the major activities or submission dates for the deliverables; (e) security requirements; and (f) costs.

9.2 Contractor's Response to TA. The Contractor must provide to Canada, within the period specified in the TA, the proposed total price for performing the task and a breakdown of that cost, established in accordance with the fees. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

9.3 TA Limit and Authorities for Validly Issuing TAs. A validly issued TA must be signed by the appropriate Canadian Authority as set forth in this Contract. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk.

9.4 Periodic Usage Reports. The Contractor must compile and maintain records on its provision of services to the federal government under the valid TAs issued under this Contract.

9.5 Consolidation of TAs for Administrative Purposes. This Contract may be amended from time to time to reflect all validly issued TAs to date, to document the Work performed under those TAs for administrative purposes.

10. Basis of Payment

NOTE: This Article will be adjusted at Contract award to include the Basis and Method of Payment submitted by the Contractor in the applicable Annex C or the winning bid.

10.1 Subscription. For the Services, including access to and use of the Solution, Solution Documentation, Support Services, and incidental and additionally required information technology infrastructure services (all the Services described in this Contract that is not Work), Canada shall pay the prices detailed in Annex C – SaaS Solutions and Ceiling Prices, or in the Contractor's bid, as applicable.

10.2 Professional Services provided under a Task Authorization. *(Optional clause to be used when professional services are required)* For professional services requested by Canada, in accordance with a validly issued TA, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables / the firm price set out in the TA, in accordance with the firm all-inclusive per diem rates set out in Annex C – SaaS Solutions and Ceiling Prices or in the Contractors bid, as applicable. Applicable Taxes extra.

10.3 On-Site Support Charges. *(Optional clause to be used when on-site support services are required)* If approved in advance by Canada, the Contractor will be paid the hourly or daily labour rates specified in the Contract, together with reasonable and proper travel and living costs incurred by the Contractor in connection with on-site services. Any travel and living costs will only be reimbursed in accordance with the applicable meal and private vehicle allowances provided in the National Joint Council Travel Directive, as amended from time to time. All such pre-approved costs must be invoiced to Canada as a separate charge.

10.4 Price Certification. The Contractor certifies that the price quoted is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both.

11. Payments

11.1 Invoices

- (a) **Invoice Submission.** The Contractor must submit invoices for the Services and delivery of any Work, as applicable.
- (b) **Invoice Requirements.** Invoices must be submitted in the Contractor's name and contain:
 - (i) the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - (ii) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - (iii) Applicable Taxes must be shown as a separate line item along with corresponding registration numbers from the tax authorities and all items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices;
 - (iv) deduction for holdback, if applicable; and
 - (v) the extension of the totals, if applicable.
- (c) **Taxes**
 - (i) **Payment of Taxes.** Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor must remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
 - (ii) **Withholding for Non-Residents.** Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.
- (d) **Certification of Invoices.** By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

11.2 Payment Period. Canada will pay the Contractor's undisputed invoice amount within 30 days of receipt. In the event an invoice is not in an acceptable form and content, Canada will notify the Contractor and the 30 day payment period will begin on receipt of a conforming invoice.

11.3 Interest on Late Payments. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive, provided Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

11.4 Method of Payment

- (a) Canada will make payment to the Contractor for the Services either in advance or in arrears, in accordance with Annex C SaaS Solutions and Ceiling Prices or the Contractor's bid, as applicable. Where payment is made in advance, the advance payment period shall not exceed 12 months. Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or the delivery of the Services.
- (b) If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and owed. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section 11.3 once the dispute is resolved.

11.5 Limitation of Expenditure.

- (a) Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

(Note to Contracting Authority: The following clause may be used where the cloud services are consumption based (rather than a defined subscription period), in order to help ensure that clients do not exceed the quantity/costs identified in Appendix A.)

- (b) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
- (c) The Contractor agrees to provide notification functionality or tool to Canada as part of the Services, to assist Canada in administering the Contract.

The Contractor further agree to notify the Contracting Authority and Technical Authority in writing for the following reasons, whichever comes first:

- (i) when it is 75% committed, or
 - (ii) four months before the expiry of the subscription services or Contract period, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- (d) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

11.6 Electronic Payment of Invoices. The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- (a) Direct Deposit (Domestic and International);

- (b) Electronic Data Interchange (EDI);
- (c) Wire Transfer (International Only);
- (d) Large Value Transfer System (LVTS) (Over \$25M); or
- (e) Acquisition Card (Visa or MasterCard), to the extent that this type of payment is made commercially available by the Contractor as a payment method.

12. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

13. Limitation of Liability

13.1 First Party Liability:

- (a) **Contract Performance:** The Contractor is fully liable for all damages to Canada, arising from the Contractor's performance or failure to perform the Contract.
- (b) **Data Breach:** The Contractor is fully liable for all damages to Canada resulting from its breach of security or confidentiality obligations resulting in unauthorized access to or unauthorized disclosure of records or data or information owned by Canada or a third party.
- (c) **Limitation Per Incident:** Subject to the following section, irrespective of the basis or the nature of the claim, the Contractor's total liability per incident will not exceed the cumulative value of the Contract invoices for 12 months preceding the incident.
- (d) **No Limitation:** The above limitation of Contractor liability does not apply to:
 - (i) wilful misconduct or deliberate acts of wrongdoing, and
 - (ii) any breach of warranty obligations.

13.2 Third Party Liability: Regardless whether the third party claims against Canada, the Contractor or both, each Party agrees that it will accept full liability for damages that it causes to the third party in connection with the Contract. The apportionment of liability will be the amount set out by agreement of the Parties or determined by a court. The Parties agree to reimburse each other for any payment to a third party in respect of damages caused by the other, and the other Party agrees to promptly reimburse for its share of the liability.

14. Compliance with on-site measures, standing orders, policies, and rules

The contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the work is performed.

15. Suspension of the Work

- a) The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 7.2 or 7.3 of Annex F – Resulting Contract Clauses.
- b) When an order is made under subsection (a), unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- c) When an order made under subsection (a) is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

16. General Provisions

16.1 Applicable Laws. This Contract will be interpreted and governed by the laws of [PROVINCE].

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

16.3 Severability. If any provision of this Contract is declared unenforceable by an authoritative court, the remainder of this Contract will remain in force.

16.4 Waiver. The failure or neglect by a party to enforce any of rights under this Contract will not be deemed to be a waiver of that party's rights.

16.5 No Bribe. The Contractor warrants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

16.6 Contingency Fees. The Contractor represents that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal

course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

16.7 International Sanctions.

- (a) Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
- (b) The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- (c) The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated.

16.8 Integrity Provisions - Contract. The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

16.9 Code of Conduct for Procurement - Contract. The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

16.10 Conflict of interest and Values and Ethics Codes for the Public Service. The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of interest Act](#), 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

16.11 Authorities

Contracting Authority

The Contracting Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

E-mail address:

The Contracting Authority must receive a copy of the Invoice for Canada's record and review.

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Technical Authority

The Technical Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Client Administrative Contact

The Client Administrative Contact is:

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

The Client Administrative Contact must receive the original Invoice. All inquiries for request for payment must be made to the Client Administrative Contact.

Contractor's Representative

The Contractor's Representative is:

Name:

Title:

Telephone:

Facsimile:

E-mail address:

Grant of Agent Authority (if applicable)

The Contractor advises Canada, and Canada acknowledges that the Contractor intends to appoint one of its Authorized Partners as its Authorized Agent ("Authorized Agent") to fulfill certain contractual obligations on behalf of the Contractor during the Contract, as defined in the Scope section below.

The Contractor appoints its Authorized Partner, **(to be completed at Contract Award)** as its Authorized Agent under the Contract.

The Authorized Agent Contact is:

Name:

Title:

Telephone:

Facsimile:

E-mail address:

The Contractor agrees to provide 30-days advance written notice to the Contracting Authority of any of the following:

- (i) its replacement of any Authorized Partner as Authorized Agent,
- (ii) any change to the scope of power delegated to the Authorized Agent, and
- (iii) the termination of the Authorized Agent.

The Contractor agrees, upon request by the Contracting Authority, to immediately remove or replace the Authorized Agent. Removal or replacement of the Authorized Agent is in addition to any other remedy Canada may invoke. A breach by an Authorized Agent is a breach by the Contractor itself.

16.12 Scope of Agent Authority

(Note to Contracting Authority: The following clause is only to be included where the Contractor grants an authorized agent to fulfill certain contractual obligations and can otherwise be deleted if not applicable)

The Contractor declares that the named Authorized Agent is authorized to transact business on the Contractor's behalf in matters relating to the supply of the goods and services under the Contract, limited to negotiating prices, providing billing information, invoicing, providing consumption reporting services, and receiving payment.

The Contractor agrees that, upon proof of payment, any payment made by Canada to the Authorized Agent will be considered payment to the Contractor itself. This agency relationship (through which the Authorized Agent performs contractual obligations on behalf of the Contractor) does not amend, diminish or modify any of the responsibilities of the Contractor under the Contract. The Contractor agrees and understands that it is solely responsible for ensuring that all of its Authorized Agents comply with the applicable terms and conditions of the Contract. If the Authorized Agent fails to comply with the applicable terms and conditions, the Contractor must, upon written notification from the Contracting Authority, immediately complete and fulfill those obligations at no additional cost to Canada.

17. Software Usage Rights (SUR)

Only terms and conditions included in a Suppliers SUR(s), detailed under 3.2 Section I: Technical Submission, (c) (viii), related to software usage rights will apply and forms part of the contract. Any terms and conditions within Annex O – SaaS SUR(s) which include pricing information, such as (but not limited to) those that attempt to impose financial conditions, pricing terms, or compliance penalties, shall be deemed stricken and are of no force or effect.

18. The Government of Canada's Green House Gas Reduction Targets

(Note to Contracting Authority: The following clause is only to be included where the value of the Contract is over \$4.5M and can otherwise be deleted if not applicable)

- (a) The Government of Canada is committed to reducing Canada's Greenhouse Gas (GHG) emissions by 40% from 2005 levels by 2030, and putting Canada on a path to reach net-zero emissions by 2050 in line with the ratified Paris Agreement. GHG's are gases that trap heat in the Earth's atmosphere, contributing to Climate Change.
- (b) The Contractor must have science-based Greenhouse Gas (GHG) Reduction targets set in-line with the Paris Agreement and verified by an independent third-party. The Contractor must provide a certification from an independent third party, or a letter attesting to the verification, that they have Science-Based GHG reduction targets set in-line with the Paris Agreement, or Net-Zero targets set for 2050 or before. At its discretion, Canada may audit the Contractor by requesting certifications or letters to validate that the Contractor is in compliance with this requirement. Canada is committed to reducing Canada's Greenhouse Gas (GHG) emissions by 40% from 2005 levels by 2030, and putting Canada on a path to reach net-zero emissions by 2050 in line with the ratified Paris Agreement. GHG's are gases that trap heat in the Earth's atmosphere, contributing to Climate Change.

This Contract has been executed by the parties.

[CONTRACTOR NAME]

[CONTRACTING AUTHORITY]]

By:

By:

Name:

Name:

Title:

Title:

APPENDIX A – DELIVERABLES (estimated requirements)

1. TABLE 1 - LIST OF INITIAL DELIVERABLES

Table 1 - List of Initial Deliverables							
Item No.	Supplier's Product Name (Per Annex C)	Supplier's Part No. (Per Annex C)	Unit of Measure (Per Annex C)	Period	Qty	Unit Price	Extended Price
1							
...							
Sub-Total:							\$0.00

2. TABLE 2 - LIST OF OPTIONAL DELIVERABLES (if applicable)

Table 2 - List of Optional Deliverables							
Item No.	Supplier's Product Name (Per Annex C)	Supplier's Part No. (Per Annex C)	Unit of Measure (Per Annex C)	Period	Qty	Unit Price	Extended Price
1							
...							
Sub-Total:							\$0.00

APPENDIX B - DEFINITIONS AND INTERPRETATIONS

In this Contract, unless the context otherwise requires, the following terms shall have the following meanings:

TERMS	DEFINITIONS
“Asset”	Means all information technology resources used, accessed or managed by the Supplier to provision and deliver the Services described in this Agreement (including, without limitation, all technology resources at the Supplier's Service Locations or at the Supplier's or a Supplier Subcontractor's data centre, networking, storage, servers, virtualization platforms, operating systems, middleware, and applications).
“Applicable Taxes”	Means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.
“Average Rate”	Means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made.
“Bank Rate”	Means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.
“Canada”, “Crown”, “Her Majesty” or “the Government”	Means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.
“Canada Data”	Means information or data, regardless of form or format: (A) disclosed by or related to Canada's personnel, clients, partners, joint venture participants, licensors, vendors or suppliers; (B) disclosed by or related to End Users of the Services; or (C) collected, used or processed by, or stored for, the Services; which is directly or indirectly: (i) disclosed to the Supplier or Supplier Subcontractors by or on behalf of Canada or the End Users; (ii) to which the Supplier or any Supplier Subcontractors obtains access, intentionally or inadvertently; (iii) resident on any Asset, or on any other network, System or Hardware used or managed for Canada by the Supplier for the Services and Supplier's services, including Supplier Infrastructure; or (iv) generated, developed, acquired or otherwise obtained by the Supplier or any Supplier Subcontractor or Sub-processor as part of or in the course of providing the Services; and (v) includes all information derived from such information and all metadata forming part of or associated with such information. For greater certainty, “Canada Data” includes all information and data stored in or processed through the Services, Assets, or Supplier Infrastructure.

“Client”	Means the department or agency for which the Work and/or Services are performed under the Contract. In such respect, Client may refer to any Government Department, Departmental Corporation or Agency, or other Crown entity described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.
“Client/Customer Data”	Means (i) any data provided to the Contractor by Client or at its direction in connection with the Solution; and (ii) all content that the Contractor develops and delivers to Client, and that Client accepts, in accordance with this Contract.
“Cloud Computing”	Means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.
“Cloud Infrastructure”	Means the collection of hardware and software that enables the five essential characteristics of cloud computing. The cloud infrastructure can be viewed as containing both a physical layer and an abstraction layer. The physical layer consists of the hardware resources that are necessary to support the cloud services being provided, and typically includes server, storage and network components. The abstraction layer consists of the software deployed across the physical layer, which manifests the essential cloud characteristics. Conceptually the abstraction layer sits above the physical layer. [NIST]
“Cloud Service Provider (“CSP”)	Means the entity that owns, operates and maintains the physical infrastructure on which a Solution is hosted and from which a Solution is distributed. A CSP may also be SaaS if they host and distribute their own and third-party solutions.
“Contract”	Means the articles of the Contract, any general conditions, any supplemental general conditions, annexes, appendices and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.
“Contract Period”	Means the entire period of time during which the Contractor is obliged to provide the Services and perform the Work.
“Contract Price”	Means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes.
“Contracting Authority”	Means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract.
“Contractor”	Means the entity named in the Contract to provide the Services and/or the Work to Canada.

“Commercially Available”	Means a product and/or service available to the public to obtain for use or consumption and requires no special modification or maintenance over its life cycle.
“Cost”	Means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract.
“Date of payment”	Means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.
“Deliverable” or “Deliverables”	When used generically, refers to any discrete part of the Work to be performed for Canada.
“Device”	Means equipment having a physical central processor unit (CPU), mass storage and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants and mobile computing equipment.
“End User”	The term "end user" refers to the consumer of a good or service.
“Error”	Means any instruction or statement contained in or absent from the Solution, which, by its presence or absence, prevents the Solution from operating in accordance with the Specifications.
“Federal Government Working Day”	Is defined as Monday to Friday, 8:00 am to 4:00 pm Eastern Time, excluding statutory holidays observed by Canada.
“IaaS” or “Infrastructure as a Service”	Means the capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).
“IaaS Infrastructure”	Means Infrastructure managed by the Contractor and provided as a Service (e.g. Data Center, Networking, Storage, Servers, Virtualization platform). This also includes the Systems, Hardware and Software that are used to manage, operate and provision an IaaS Infrastructure.
“Information Assets”	Means any individual data element of such Canada Data.
“Information Spillage”	Means incidents where an Information Asset is inadvertently placed on an Asset or System that is not authorized to process it (e.g. ITSG-33, IR-9).
“Overdue”	Means the time when an amount is unpaid on the first day following the day on which it is due and payable according to the Contract.
“PaaS” or “Platform as a Service”	Means the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or acquired applications created using

	programming languages, libraries, services, and tools supported by the provider.
“PaaS Infrastructure”	Means the platform infrastructure managed by the Contractor and provided as a Service (e.g. Data Center, Networking, Storage, Servers, Virtualization platform, O/S, Middleware, and Runtime). This also includes the Systems, Hardware and Software that are used to manage, operate and provision the PaaS Infrastructure.
“Party”	Means Canada, the Contractor, or any other signatory to the Contract and “Parties” means all of them.
“Public Services and Procurement Canada” or “Public Works and Government Services Canada”	Means the Department of Public Works and Government Services as established under the Department of Public Works and Government Services Act.
“Personal Information”	Means information that is about an identifiable individual and recorded in any form, as defined in section 3 of the Privacy Act. Examples include, but are not limited to, the information relating to race, nationality, ethnic origin, religion, age, marital status, address, education as well as the medical, criminal, financial or employment histories of an individual. Personal information also includes any identifying number or symbol, such as the social insurance number, assigned to an individual. Definition from Government of Canada Justice Laws Website: https://laws-lois.justice.gc.ca/eng/acts/P-21/section-3.html .
“Processor”	Means a natural or legal person, public authority, agency or other body that processes Personal Information on behalf of, and in accordance with the instructions of, Canada.
“Product Manufacturer”	Means the entity which assembles the component parts to manufacture a Product.
“Public Cloud”	Means the cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.
“Public Cloud Services”	Means a shared pool of configurable Cloud Computing service models made available to users as a rapid, on demand, elastic self-service via the Internet from a Cloud Service Provider's servers as opposed to being provided from a company's own on-premises servers, but does not include: (a) managed services; (b) Training services , (c) private or on premise cloud services; and

	(d) professional or consulting services that exceed standard public commercially available support services.
“Quick Start”	Means a defined package of services possibly including essential training on best practices, Architecture, Deployment, Operational Design Integration, scalability, or use of the Solution. Also sometimes referred to as a Jump Start Package or Quick Start Guide.
“Record”	Means any hard copy document or any data in a machine-readable format containing Personal Information or Canada data.
“Security Event Log”	Means any event, notification or alert that a device, systems or software that is technically capable of producing, in relation to its status, functions and activities. Security Events Logs are not limited to security devices, but are applicable to all devices, systems and software that are technically capable of producing event logs that can be used in security investigations, auditing and monitoring. Examples of Systems that can produce security event logs are, but not limited to: firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, network, authentication services, directory services, Dynamic Host Configuration Protocol (DHCP), Domain Name System (DNS), hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, or application/layer 7 firewalls.
“Security Incident”	Means any observable or measurable anomaly occurring with respect to an Asset, which results, or which may result, in: (a) a violation of Canada's security policies, a specific security measure, the Supplier's or Supplier Subcontractor's security policies or procedures, or any requirement of these Security Obligations or the Privacy Obligations; or (b) the unauthorized access to, modification of, or exfiltration of any Authorized Personnel's credentials, Users' credentials, or Information Asset.
“Service Level Agreement (SLA)”	Means an agreement between the Supplier and Canada that defines the level of service expected from the Supplier.
“Service Location(s)”	Means any facility, site or other physical location owned, leased, provisioned or otherwise occupied by the Supplier or any Supplier Sub-processor from which the Supplier or any Supplier Sub-processor provides any Public Cloud Services.
“Services”	Means: <ul style="list-style-type: none"> (a) granting usage rights to the software application(s) (“Solutions”); (b) providing Solution Documentation; (c) maintaining, upgrading, and updating the Solution(s); (d) managing incidents and defects to ensure the Solution(s) operate at the applicable service levels; and

	(e) providing incidental and additionally required information technology infrastructure services required to deliver the Solution.
“Software as a Service” or “SaaS”	Means the service model through which the capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. [NIST]
“SaaS Infrastructure”	Infrastructure managed by the supplier (or a supplier's subcontractor) in order to offer a SaaS service (e.g. data center, networking, storage, servers, virtualization platform, operating system, middleware, Runtime, data, applications). It also includes the systems, hardware and software used to manage, operate and deliver SaaS infrastructure.
“SaaS Publisher” (“SaaS”) ”	Means the entity that owns, operates, maintains and distributes SaaS Solutions.
“Solution Program”	Computing, firmware, routine, code, instruction, script, macro, application programming or other interface, tool, definition of document display, object library, software tool or other instruction or set of instructions to follow for hardware or other software, whether in source code or in object code, expressed in a single or in all languages, including integrated program-human interfaces, SQL and other query languages, HTML and other computer markup languages.
“Solution Availability”	Means the percentage of minutes in a month that the Solution is operational.
“Solution Documentation”	Means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada under the Contract for use with the Solution.
“SaaS Solution” or “Solution”	Means the software application delivered through a SaaS distribution model in which an Application Service Provider or Cloud Service Provider makes centrally hosted software applications available to customers over the Internet, providing access to and use of fully maintained, automatically upgraded, up-to-date Solution, technical support services, as well as physically and electronically secure information technology infrastructure, all included in the subscription service.
“Specifications”	Means the description of the essential, functional or technical requirements of the Services in Annex D, Service Level Agreement, and Annex O, Software Usage Rights, including the procedures for determining whether the requirements have been met.
“Submission”	Means the documents that the Supplier submits in response to the Request for Supply Arrangement (RFSA).

“Sub-processor”	Means any natural or legal person, public authority, agency or other body which processes personal information on behalf of a data controller.
“Supplier”	Means the person or entity (or, in the case of a joint venture, the persons or entities) presenting a Submission in response to this RFSA issued by Canada. It does not include the parent, subsidiaries or other affiliates of the Supplier, or its subcontractors.
“System”	Any combination of hardware and software, including any communications line or network device used to provide the link between this combination of hardware and software related to the services.
“Usage rights”	Means granting access to and use of a Solution, also sometimes known as a subscription license.
“User”	Means any individual, or system process acting on behalf of an individual, authorized by Canada to access the Services.
“Value-Added Reseller” or “VAR”	Means a Supplier who is an affiliate, partner, value-added reseller or other channel distributor of SaaS. VAR does not include a Software Publisher, a SaaS, or a CSP who is also a SaaS.
“Work”	All efforts made through a professional services engagement to produce a deliverable or to perform or provide a service that the supplier must offer under the terms of the Contract
“Workplace Technology Devices”	Means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.

APPENDIX C – SECURITY OBLIGATIONS

(Note to Contracting Authority: Appendix C is only applicable to Protected requirements against Stream 1, Stream 2, and Stream 3 of the RFSA, and can otherwise be deleted if proceeding with an unclassified requirements against Stream 4 of the RFSA)

Security Obligations

The obligations of the Contractor contained in these Security Obligations must be flowed down by the Contractor to Sub-processors, to the extent applicable to each Contractor Sub-processor, given the nature of the Public Cloud Services provided by it to the Contractor.

1. Change Management

- (a) The Contractor must, throughout the Contract, take all steps required to update and maintain the Security Obligations as needed to comply with the security practices of industry standards.
- (b) The Contractor must advise Canada of all improvements that affect the Services in this Contract, including technological, administrative or other types of improvements. The Contractor agrees to offer all improvements it is offering to its customers at large as part of its standard service offering at no additional cost to Canada.

2. Acknowledgements

The parties acknowledge that:

- (a) All Assets and Information Assets are subject to these Security Obligations.
- (b) Notwithstanding any other provision of the Contract, the parties have shared responsibility for developing and maintaining policies, procedures and security controls relating to Assets and Information Assets.

3. Data Transfer and Retrieval

The Contractor must, upon request by Canada:

- (a) Extract all online, nearline, and offline Information Assets, including, but not limited to, databases, object and file storage, system configurations, cloud activity logs, source code hosted in a Canada code repository, and network configurations such that the Client can use these instructions to migrate from one environment to another environment; and
- (b) Securely transfer all Information Assets, including metadata, in a machine-readable and usable format acceptable to Canada, in accordance with the Library and Archives Canada Guidelines on File Formats for Transferring Information Resources of Enduring Value (<https://www.bac-lac.gc.ca/eng/services/government-information-resources/guidelines/Pages/guidelines-file-formats-transferring-information-resources-enduring-value.aspx>).

4. Data Disposition and Returning Records to Canada

- (a) The Contractor must, upon request by Canada, securely dispose or reuse resources (e.g. equipment, data storage, files, and memory) that contain Information Assets and ensure that previously stored data cannot be accessed by others customers after it is released. This includes all copies of Information Assets that are made through replication for high availability and disaster recovery. The Contractor's disposal or reuse of resources must be aligned with one of the following: (i) National Industrial Security Program Operating Manual (DoD 5220.22-M6); (ii) Guidelines for Media Sanitization (NIST SP 800-88); or (iii) Clearing and Declassifying Electronic Data Storage Devices (CSE ITSG-06).
- (b) The Contractor must, upon request by Canada, provide evidence that demonstrates successful erasing, purging or destruction of all resources, as appropriate, and an ability to prevent re-instantiation of any removed or destroyed system, capability (software or process), data, or information instances once removed from the Canada instance.

5. Continuous Monitoring

- (a) The Contractor must continually manage, monitor, and maintain the security posture of all Assets, Supplier Infrastructure and Service Locations throughout the period of the Contract, and ensure that the Public Cloud Services provided to Canada are in a manner that complies with these Security Obligations. As part of this obligation, the Contractor must:
 - (i) Actively and continuously monitor threats and vulnerabilities to its Assets, Supplier Infrastructure, Service Locations, or Information Assets;
 - (ii) Undertake best efforts to prevent attacks through security measures such as denial of service protections;
 - (iii) Undertake best efforts to detect attacks, Security Incidents, and other abnormal events;
 - (iv) Identify unauthorized use and access of any Public Cloud Services, data and components relevant to Canada's Infrastructure as a Service (IaaS), Platform as a Service (PaaS) or Software as a Service (SaaS) Solution;
 - (v) Manage and apply security-related patches and updates in a timely and systematic manner to mitigate vulnerabilities and remedy any publicly reported issues in the Public Cloud Services or libraries that the Solution makes use of, and provide advance notices of patches in accordance with agreed-upon service level commitments;
 - (vi) Respond, contain, and recover from threats and attacks against the Contractor Services; and
 - (vii) Where required, take proactive countermeasures, including taking both pre-emptive and responsive actions, to mitigate threats.
- (b) The Contractor's Public Cloud Services must allow for Government of Canada (GC) application data (for IaaS, PaaS and SaaS) and GC network traffic (for IaaS and PaaS) of cloud hosted GC services to be copied and forwarded to a predetermined location (in the cloud or on GC premises).

6. Notifications

- (a) The Contractor must provide:
 - (i) Timely notification of any interruption that is expected to impact service availability and performance (as agreed to by the parties and included in the Statement of Requirements (SOR) and/or Service Level Agreement (SLA));
 - (ii) Regular updates on the status of returning the Solution to an operating state according to the agreed upon SLAs and system availability requirements, both as advance alerts and post-implementation alerts; and
 - (iii) Information system security alerts, advisories, and directives via email for vulnerabilities that pose a threat to the Solution.

7. Security Incident Response

- (a) If the Contractor becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Client Data or Personal Information while processed by the Contractor (each a "Security Incident"), the Contractor must promptly and without undue delay (i) notify Canada of the Security Incident; (ii) investigate the Security Incident and provide Canada with detailed information about the Security Incident; and (iii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.
- (b) The Contractor must alert and promptly notify the Client (via phone and email) of any compromise, breach, or of any evidence such as (i) a Security Incident, (ii) a security multifunction in any asset, (iii) irregular or unauthorized access to any Asset, (iv) large scale copying of an Information Asset, or (v) another irregular activity identified by the Contractor, that leads the Contractor to reasonably believe that risk of compromise, or a security or privacy breach, is or may be imminent, or if existing safeguards have ceased to function, over the following period (7 days x 24 hours x 365 days), and will be made without undue delay, in any event, within 24 hours.
- (c) The Contractor must collaborate with Canada on the containment, eradication, and recovery of Security Incidents in accordance with the Contractor's Security Incident response process and in alignment with the GC Cyber Security Event Management Plan (GC CSEMP) (<https://www.canada.ca/en/government/system/digital-government/online-security-privacy/security-identity-management/government-canada-cyber-security-event-management-plan.html>). This includes:
 - (i) Allowing only designated representatives of Canada to have the ability to:
 - 1. request and receive information associated with the Security Incident and any compromised Information Assets (including user data, system/security event logs, network or host packet captures, logs from security components such as Intrusion Detection System (IDS)/Intrusion Protection System (IPS)/Firewalls, etc.), in an unencrypted fashion, for the purposes of conducting investigations;
 - 2. track the status of a reported information security event or Security Incident.
 - (ii) Supporting Canada's investigative efforts in the case of any compromise of the users or data in the Solution that is identified.

- (d) The Contractor must:
 - (i) Maintain a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data or the service; and
 - (ii) Track, or enable Canada to track, disclosures of Assets and Information Assets, including what data has been disclosed, to whom, and at what time.

8. E-Discovery and Legal Holds

The Contractor must (and must, to the extent applicable given the nature of the subcontracted Public Cloud Services provided by each Contractor Sub-processor, require Contractor Sub-processors to) take reasonable measures to ensure the Solution provides e-discovery and legal hold features for the Security Event Logs in order to enable Canada to conduct timely and effective security investigations and meet legal court requests for legal holds.

9. Security Assessment Testing

- (a) The Contractor must have a process to conduct a non-disruptive and non-destructive vulnerability scan or penetration test of Canada's portion of the Solution components within the Contractor environment. This includes the ability to conduct regular internal and external scanning related to the GC tenancy, and when there are significant changes to the main platform, to identify any potential system vulnerabilities related to the GC tenancy by performing:
 - (i) vulnerability scans;
 - (ii) web application scans, and
 - (iii) penetration tests.
- (b) The Contractor must develop a plan of action and milestones for the Solution to document any planned remedial actions to correct weaknesses or deficiencies to the main platform in order to reduce or eliminate known vulnerabilities in the system, or those that could be related to operation of the GC tenancy.
- (c) Upon request of Canada, the Contractor must provide the results of the testing of the overall platform and the plan of action and milestones documentation for planning and any review purposes.

10. Sub-processors

- (a) The Contractor must provide a list of Sub-processors that could be used in providing Canada with the Cloud Services. The list must include the following information (i) the name of the Sub-processor; (ii) the identification of the scope activities that would be performed by the Sub-processor; and (iii) the country (or countries) where the Sub-processor would perform the activities required to support the Cloud Services.

- (b) The Contractor must provide a list of Sub-processors within ten days of the Contract award date. The Contractor must provide Canada notice (by updating the website and providing Customer with a mechanism to obtain notice of that update) of any new Sub-processor at least 14-days in advance of providing that Sub-processors with access to Customer Data or Personal Data.

11. Supply Chain Risk Management

- (a) The Contractor must implement safeguards to mitigate supply chain threats and vulnerabilities to IT services in order to maintain confidence in the security of the sources of information systems and the IT components used to provide SaaS. This includes, but is not limited to, designing and implementing controls to mitigate and contain data security risks through proper separation of duties, role-based access, and least privilege access for all personnel within the supply chain.
- (b) If applicable, the Contractor must have a supply chain risk management approach including a Supply Chain Risk Management (SCRM) Plan that is aligned with one of the following best practices described under the Annex A – Qualification Requirements - Supply Chain Risk Management, mandatory requirement ID; M7 of Tier 1 and M11 of Tier 2.
- (c) Within 90 days of contract award, the Contractor must:
 - (i) Provide an update that the SRCM approach and plan has been independently assessed and validated by an independent third party certified under AICPA or CPA Canada, and/or ISO certification regime;OR
 - (ii) Provide Canada with a copy of the SRCM Plan on an annual basis, or upon request of Canada.

In the situation where the Contractor is a SaaS Publisher using a GC-approved IaaS Provider that already complies with Section 11 - Supply Chain Risk Management requirements, within 90 days of contract award, the SaaS Publisher using a GC-approved IaaS provider must provide an information communication technology (ICT) product list that describes the ICT equipment that is being deployed in the GC-approved IaaS Provider environment for a supply chain integrity (SCI) review. This SCI review will be conducted no sooner than every three years.

12. On-going Supply Chain Integrity Process

- (a) The Parties acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SaaS will be required throughout the Contract Period.
- (b) The Parties acknowledge that Canada reserves the right to review the native SaaS of any Contractor in whole or in part at any time for supply chain integrity concerns. This acknowledgement does not obligate the Contractor to support the SCI review.
- (c) Throughout the Contract Period, the Contractor must provide to Canada information relating to any data breach of the Contractor's network of which it knows, that results in either (a) any unlawful access to Canada's content stored on Contractor's equipment or facilities, or (b) any unauthorized access to such equipment or facilities, where in either case such access results

in loss, disclosure or alteration of Canada's content in relation to change of ownership, to the SaaS under this Contract, that would compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications of Canada.

13. Change of Control

- (a) If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 90 calendar days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- (b) If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 30 calendar days of receiving Canada's determination, arrange for another subcontractor, acceptable to Canada, to deliver the portion of the Cloud Services being delivered by the existing subcontractor (or the Contractor must deliver this portion of the Cloud Services itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 120 calendar days of receiving the original notice from the Contractor regarding the change of control.
- (c) In this Article, termination on a "no-fault" basis means that neither party will be liable to the other in connection with the change of control and the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- (d) Despite the foregoing, Canada's right to terminate on a "no-fault" basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner.

APPENDIX D – PRIVACY OBLIGATIONS

(Note to Contracting Authority: Appendix D is only applicable to Protected requirements against Stream 1, Stream 2, and Stream 3 of the RFSA, and can otherwise be deleted if proceeding with an unclassified requirement against Stream 4 of the RFSA)

1. Data Ownership and Privacy Requests

- (a) Client Data including all Personal Information (PI) will be used or otherwise processed only to provide the Services, including purposes compatible with providing the Services. The Contractor must not use or otherwise process Canada Data or derive information from it for any advertising or similar commercial purposes. As between the parties, the Client retains all right, title and interest in and to Client Data. The Contractor acquires no rights in Canada Data, other than the rights Client grants to the Contractor to provide the Solution to the Customer.
- (b) All data the Contractor stores, hosts or processes on behalf of Canada remains the property of Canada. When requested by the Contracting Authority, the Contractor must provide Personal Information records within five Federal Government Working Days (or seven Federal Government Working Days if it must be retrieved from offsite backup/replication) in a Word or Excel readable document.

2. Assist in Delivery of Canada's Privacy Impact Assessment (PIA)

Upon request of the Technical Authority, the Contractor must support Canada in creating a privacy impact assessment in accordance with the Treasury Board Directive on Privacy Impact Assessment (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18308>) by assisting Canada with the supporting documentation including a foundational PIA for Canada provided by the Contractor. The Contractor agrees to provide this support within ten working days of a request or within a mutually agreed upon timeframe depending on the complexity of the request by the Canada.

3. Privacy Breach

- (a) The Contractor must alert and promptly notify the Technical Authority (via phone and email) of any compromise, breach, or of any evidence that leads the Contractor to reasonably believe that risk of compromise, or a breach, is or may be imminent, or if existing safeguards have ceased to function, over the following period (7 days x 24 hours x 365 days), and within the service level commitments detailed in the applicable Annex D – SaaS Service Level Agreement.
- (b) If the Contractor becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Client Data or Personal Information while processed by the Contractor (each a "Security Incident"), the Contractor must promptly and without undue delay:
 - (i) notify Canada of the Security Incident;
 - (ii) investigate the Security Incident and provide Canada with detailed information about the Security Incident; and

- (iii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.
- (c) The Contractor must:
 - (i) Maintain a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data; and
 - (ii) Track, or enables Canada to track, disclosures of Canada Data, including what data has been disclosed, to whom, and at what time.

APPENDIX E – TASK AUTHORIZATION FORM

TASK AUTHORIZATION (TA)				
Contractor:		Contract Number:		
Commitment: #		Financial Coding:		
Task Number (Amendment):		Issue Date:	Response Require By:	
1. Statement of Work (Work Activities, Certifications and Deliverables)				
See attached the statement of work and the required certificates.				
2. Period of Service:	From (Date)	To be determined	To (Date)	To be determined
3. Work Location:				
4. Travel Requirements:				
5. Language Requirement:				
6. Other Conditions/Constraints:				
7. Level of Security Clearance required for the Contractor Personnel:				
8. Contractor's Response:				
Category and Name of Proposed Resource	PSPC Security File Number	Rate	Estimated # of Days	Total Cost
Estimated Cost				
Applicable Taxes				
Total Labour Cost				

TASK AUTHORIZATION (TA)	
<div> <div>Total Travel & Living Cost</div> <div></div> </div>	
<div> <div>Firm Price</div> <div></div> </div>	
Contractor's Signature	
Name, Title and Signature of Individual Authorized to sign on behalf of the Contractor (type or print) _____	Signature: _____ Date: _____
Approval – Signing Authority	
<div> <div>Signatures (Client)</div> <div>Name, Title and Signature of Individual Authorized to sign:</div> <div>Technical Authority:</div> <div>_____</div> <div>Date:</div> <div>_____</div> </div>	<div> <div>Signatures (PSPC)</div> <div>Contracting Authority:</div> <div>_____</div> <div>Date:</div> <div>_____</div> </div>
You are requested to sell to her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.	

APPENDIX F – SRCL FOR SAAS

(Insert if applicable)

Note to Contractors: Different or additional security levels may apply to Clients using the Supply Arrangement (SA) or their Work requirements, for example, security clearances for Suppliers or Supplier resources. For all Contracts issued against a SA, Clients are required to submit their SRCL to the Contract Security Program: TPSGC.SSILVERS-ISSSRCL.PWGSC@tpsgc-pwgsc.gc.ca prior to Contract award. The Contracting Authority must reference the RFSA – SaaS Method of Supply (GC Cloud) (EN578-191593/F) when submitting their SRCL to the Contract Security Program. In the event that a Contract issued against a SA includes different or additional security levels, they will be included in Appendix F (SRCL for SaaS) and Appendix G (Security Classification Guide) to the Contract.

APPENDIX G – SECURITY CLASSIFICATION GUIDE

(Insert if applicable)

Note to Contractors: Different or additional security levels may apply to Clients using the Supply Arrangement (SA) or their Work requirements, for example, security clearances for Suppliers or Supplier resources. In the event that a Contract issued against a SA includes different or additional security levels, they will be included in Appendix F (SRCL for SaaS) and Appendix G (Security Classification Guide) to the Contract.