

# CONTRACT

---

**Contract Number:** \_\_\_\_\_ ?

Between

\_\_\_\_\_ ?

Hereinafter referred to as "Supplier"

And

**University of Ottawa**, a post-secondary educational institution incorporated pursuant to the University of Ottawa Act 1965, S.O. 1965, c. 137, hereinafter referred to as "University", represented by its

\_\_\_\_\_ ?

The Supplier and the University hereby agree as follows:

## 1. Services

1.1 The Supplier shall perform the following service(s) for the University (referred to as the "**Services**") as set out in Schedule "Services" to this Contract.

1.2 The individuals designated as key personnel for the purposes of this Contract and the performance of the Services are \_\_\_\_\_ ("key personnel"). The Supplier shall not substitute or remove key personnel assigned to the performance of the Services without the prior written notice to and approval of the University. Any such substitute or replacement shall have the same or greater competence, experience and qualifications as the key personnel. ?

## 2. Term ?

2.1 The Supplier shall perform the Services during the period beginning on \_\_\_\_\_ and ending \_\_\_\_\_ (referred to as the "Term"). Any extension or renewal of the Term shall be agreed to by the parties by written amendment to this Contract pursuant to clause Amendment of this Contract.

## 3. Project authority ?

3.1 The Services shall be performed under the instruction and authority of :

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## 4. Contract authority

4.1 All notices or communications made or required under this Contract shall be directed as follows:

4.1.1 In the case of the Supplier:

Name: \_\_\_\_\_

Address: \_\_\_\_\_



Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

4.1.2 In the case of the University, Chief Administrative Officer ("CAO") or delegate:

Name: \_\_\_\_\_

Address: \_\_\_\_\_



Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

4.2 Only the Contract Authority, Chief Administrative Officer or delegate has the authority to financially commit the University. A Purchase Order ("PO") will be sent as proof of the financial commitment.

## 5. Price and method of payment



5.1 Subject to the terms and conditions of this Contract and satisfactory delivery of the Services, the University agrees to pay the Supplier a fee for the performance of the Services in the following total amount: \_\_\_\_\_ plus HST (Harmonized Sales Tax). The total amount fee is based on the following rate \_\_\_\_\_ paid to the Supplier.

5.2 Any payment for additional fees or expenses for the performance of the Services is subject to the approval of the Contract Authority.

5.3 Reasonable travel and living expenses incurred by the Supplier's employees directly as a result of the performance of Services rendered under this Contract for required travel outside the metropolitan area of the employee's usually assigned principal office of employment with the Service Supplier shall be subject to the University's Policy and Procedures on Travel Expenses. Such expenses shall be at cost without mark-up and supported by copies of all applicable vouchers and receipts

5.4 Notwithstanding the University's Policy and Procedures on Travel Expenses, in no circumstances can hospitality, incidental or food expenses be considered allowable expenses for the Supplier. The Supplier cannot claim and the University will not reimburse such expenses, including meals, snacks, beverages, gratuities, laundry, dry cleaning, valet services, dependent care home management or personal telephone calls.

5.5 The Supplier must send invoices \_\_\_\_\_ by mail to the invoicing address indicated in the Contract. Invoices must match the information in the Contract and contain: the Contract number, description of the Services, value of the Services before any other applicable fees or taxes and set out the amount of any such applicable fees and/or taxes, description of disbursement expenses and where applicable, invoice for permitted travel expenses shall be supported by copies of all applicable vouchers or receipts. If an invoice does not match the purchase order or is



Version 1.12 -Initials of Contract Authorities for this Contract: Supplier: \_\_\_\_\_ University: \_\_\_\_\_

missing information it will not be paid and will be returned to the Supplier for correction without causing any prejudice to the University.

Invoice shall be sent to:

Name: \_\_\_\_\_



Address: \_\_\_\_\_

## 6. Indemnification

- 6.1 The Supplier shall indemnify and save harmless the University, its officers, Board of Governors, employees, contractors, students and agents from and against all actions, suits, claims, damages, causes of action, demands, penalties, fines, cost and expenses, including legal fees, or other proceedings of any kind or nature directly or indirectly arising out of any breach or inaccuracy of any representation, warranty or covenant, the Supplier's negligent performance of the Services or the supply of Goods, including but not limited to personal injuries, breach or alleged breach of intellectual property rights, environmental non-compliance, product liability and property damage.
- 6.2 This indemnification shall survive the termination of the Contract and shall not detract in any way from any other rights or remedy which the University may have under the Contract, or otherwise in law or in equity.

## 7. Insurance

- 7.1 The Supplier shall obtain and maintain at its expense full and adequate insurance covering performance of the Services and/or the Supply of Goods.
- 7.2 The Supplier shall at its sole expense obtain and maintain throughout the term of the Contract policies of insurance of such type and amount as is sufficient to cover all claims made against them, their directors, trustees, officers, employees, servants, agents and contractors with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to the Contract. Without limiting the general interpretation of the previous sentence, the insurance coverage shall include commercial general liability insurance to cover a minimum of \$2,000,000 per occurrence or as otherwise specified third party claims for death, bodily injury, loss of property or damage to property and where applicable, claims associated with the operation of any vehicles or other equipment owned or leased by the Supplier, its agents, servants, employees or subcontractors working under the Contract and the University shall be declared as an additional insured for the purposes of this contract.
- 7.3 The Supplier shall notify the University immediately when there is any restriction in coverage or limits material to the Contract and give thirty (30) days written notice prior to any cancellation of insurance. The Supplier shall provide a certificate of insurance as proof of insurance coverage, five business days prior to the start of the Contract.

7.4 The Supplier must ensure, that the required insurance is continually in place (for example, policies are renewed immediately upon expiration). A new insurance certificate shall be issued upon any policy change, including renewal.

## **8. Entire Agreement and Contract Amendment**

8.1 This Contract, the Schedules attached to it, University's applicable policies and procedures as may be amended from time to time constitute the whole and entire agreement between the Supplier and the University in connection with the subject matter hereof and supersedes any proposal and any prior agreements, letters, undertakings, declarations, commitments, representations, written or oral, in respect thereof. There are no express or implied terms, conditions, agreements, undertakings, declarations, commitments, representations, or warranties between the parties not expressly provided herein. In the event of conflict or inconsistency within this Contract, such conflict or inconsistency shall be resolved in the following order of priority: (a) the Contract; (b) Schedule "Services" and Schedule "Non-Disclosure and Confidentiality Agreement" attached hereto and (c) the University's applicable policies and procedures as may be amended from time to time.

8.2 Any amendment to the Contract must be done in writing and signed by the University and the Supplier.

## **9. Language**

9.1 When the Service is for the students, the Supplier must provide the Services in both official languages, English and French.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT**

By signing this Contract, the Supplier acknowledges having read and agreeing to the [Business Relation Protocol](#)

**Effective Date:**

The Parties agree that the Effective Date of this Contract shall be the last date upon which all Parties to the Contract have signed where indicated below.

**INSERT NAME OF SUPPLIER:** \_\_\_\_\_

Per: I have authority to bind the corporation

Signature: \_\_\_\_\_

<Name: \_\_\_\_\_

Date: \_\_\_\_\_

**UNIVERSITY OF OTTAWA**

\_\_\_\_\_  
Signature of Project Authority                      Date

Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contract Authority                      Date

Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contract Manager                      Date

Name: Stéphanie Desnoyers

## SCHEDULE “Non-Disclosure and Confidentiality Agreement” to Contract

# \_\_\_\_\_

I, the undersigned, acknowledge that as a person performing the Services for the University of Ottawa (the “**University**”) as described in the contract between the University and \_\_\_\_\_ (the “**Supplier**”), contract Number \_\_\_\_\_ dated \_\_\_\_\_ (the “**Contract**”) and in the course of carrying out the Services, I will be entrusted with, or have gained knowledge of, Confidential Information described below and agree on the following terms:

1. **I ACKNOWLEDGE** that the “**Confidential Information**” means written or oral information which is non-public, confidential or proprietary to the University or which is not generally available to third parties or the utility or value of which is not generally known or its disclosure not recognized as standard practice, whether or not the underlying details are in the public domain. Without limiting the general interpretation of the previous sentence, Confidential Information includes all Information, whether patentable, copyrightable or not, which is acquired or developed by or on behalf of the University from time to time. For example, financial, business and personal data relating to the University, its employees, students, its federated university or other affiliated institutions, its consultants, agents or other representatives; and plans, strategies, systems and methods relating to the activities of the University which are not standard industry practice, or which are not generally known in the industry; and studies, charts, plans, tables and compilations of business and other information acquired or prepared by or on behalf of the University.

2. **I FURTHER ACKNOWLEDGE** that breaches of confidentiality may impact upon the functioning of and adversely affect the University and **THEREFORE, I AGREE** that,

- a) I will not disclose any such Confidential Information to any person or use such Confidential Information for any purpose other than for the purposes of carrying out the Services under the Contract or as expressly permitted in writing by the University;
- b) I will take all necessary precautions against unauthorized disclosure of or access to the Confidential Information and shall notify the University’s Contract Authority of any breach or unauthorized disclosure of or access to the Confidential Information as soon as practicable.
- c) I will discuss any concerns that I may have with any matter relating to my responsibilities under this Agreement with the University’s Contract Authority) the term of this Agreement and the obligation to keep the Confidential Information confidential shall be indefinite unless otherwise determined by the University and the obligations under this Agreement shall survive termination of the Contract
- e) Upon completion of the Services or at any time as directed by the University, I will dispose of any and all Confidential Information in my possession in such a manner as instructed by the University’s Contract Authority.
- f) no provision of this Agreement will be deemed waived or any breach excused, unless such waiver or consent excusing the breach is in writing and signed by the University. A waiver of a provision of this Agreement will not be construed to be a waiver of a subsequent breach of the same provision
- g) I shall not assign all or part of this Agreement without the prior written consent of the University.
- h) this Agreement will be governed by and construed under the laws of Ontario and the applicable laws of Canada.

**I HAVE READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.**

**DATED AT OTTAWA THIS** \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature of individual

\_\_\_\_\_  
Print name of witness

\_\_\_\_\_  
Witness signature

**SCHEDULE "SERVICES" to Contract # \_\_\_\_\_**



Description of the Services:

1. If a report

- a. The Supplier agrees to submit the  report.
- b. The report summary should addressed the following:

- c. The report shall be submitted by

2. If Services

- a. The Supplier agrees to render the following services:



3. If Milestones

- a. The Supplier agrees to complete the following milestones in respect to the deadline.

Milestones	Deadline

Detailed services

A large, empty rectangular box with a thin black border, intended for providing detailed services. The box is currently blank.





## SCHEDULE “ ” to Contract #

### BRP – Business Relation Protocol

Termination (90 days)	Please Consider the time identified in the BRP is appropriate time for notice of termination for the Services. Consider what length of time you would need if the Supplier were to terminate and stop providing the services. Also consider what would be the shortest or the longest time you would need to give notice to the Supplier that you want them to stop providing the service.  If it is not accurate, modify and add to the Contract by amending the BRP provisions in a Schedule.
Confidentiality	Does it cover all of the information? Is there any sensitive information in the Services to be rendered?  If it is not accurate, modify and add to the Contract by amending the BRP provisions in a Schedule.
Intellectual Property	Are there any concerns to address regarding the IP?  If it is not accurate, modify and add to the Contract by amending the BRP provisions in a Schedule.



For the purpose of the Contract, the \_\_\_\_\_ Section of the Business Relation Protocol, Clause \_\_\_\_\_ hereby amended by replacing it with the following: