

**Strait Regional Centre for Education
Purchase Order Terms and Conditions**

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Each Purchase Order placed by the SRCE for Goods and/or Services is subject to these Purchase Order Terms and Conditions. Suppliers are deemed to have agreed to be bound by these Purchase Order Terms and Conditions by accepting the Purchase Order, commencing manufacture or delivery of the Goods, commencing performance the Services, or by submitting an invoice for payment.

1. Definitions

- a) “Agreement” means the agreement between Supplier and the SRCE for the purchase of Goods and/or Services, as is more fully described in Section 2.
- b) “Delivery Date” means the date specified by the SRCE in a Purchase Order for the delivery of Goods or for the completion of Services.
- c) “Delivery Point” means the location identified by the SRCE in a Purchase Order to which Supplier is to deliver Goods and/or perform the Services, or such other location which is specified in writing by the SRCE.
- d) “Goods” means the items that are required to be delivered by Supplier pursuant to a Purchase Order, and includes all related products, materials, component parts, packaging, labelling, data and documentation.
- e) “SRCE” means Strait Regional Centre for Education.
- f) “Purchase Order” means any purchase order, order acknowledgement, invoice or any other document used by the SRCE to place an order from a Supplier for the purchase of Goods and/or Services.
- g) “Services” means any work to be performed by Supplier for the SRCE pursuant to a Purchase Order, and includes any related data or documentation.
- h) “Specifications” means:
 - i. the requirements, attributes and specifications for the Goods or Services that are set out or referenced in the applicable Purchase Order;
 - ii. documentation published by Supplier relating to the Goods or Services;
 - iii. operational and technical features and functionality of the Goods or Services;
 - iv. standards or levels of service performance for Services; and
 - v. SRCE business requirements that are expressly set out or referenced in a Purchase Order.
- i) “Supplier” means the party indicated on the face page of the Purchase Order that is contracting with the SRCE for the purchase of Goods and/or Services.
- j) “Supplier Proposal” means any acknowledgement, estimate, bid, quote, offer to sell, invoice, or proposal of Supplier relating to the supply of Goods and/or Services to the SRCE, including any documents or information delivered by Supplier to the SRCE in connection with a request for quotations, request for tenders, request for proposals or similar process initiated by the SRCE.

2. Agreement

- a) The Agreement consists only of:
 - i. the applicable Purchase Order;
 - ii. any Specifications or other documents expressly referenced in the Purchase Order or in the SRCE’s request for quotations, request for tenders, request for proposals or similar process initiated by the SRCE; and
 - iii. these Purchase Order Terms and Conditions.

- b) The Agreement excludes, and prevails over, any terms and conditions of sale of Supplier regardless of the form of such terms and conditions or the time at which such terms and conditions are presented to the SRCE. The SRCE and Supplier specifically agree that the SRCE will not be deemed to have accepted any of Supplier's terms and conditions including if the SRCE should fail to object to them in any communication received from Supplier or should the SRCE subsequently execute any of Supplier's field tickets, forms, receipts, invoices, or terms of services. For greater certainty, any document sent by Supplier to the SRCE, including but not limited to the Supplier Proposal, will not constitute part of the Agreement between the SRCE and Supplier.
- c) Any reference in the Purchase Order to any Supplier Proposal is solely for the purpose of incorporating the descriptions and Specifications of the Goods and/or Services contained in Supplier Proposal, and only to the extent that the terms of Supplier Proposal do not conflict with the descriptions and Specifications set out in the Purchase Order.
- d) If there is any conflict or inconsistency between the documents constituting the Agreement, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in Section 2(a).
- e) A Purchase Order is not an exclusive contract for the provision of the Goods and/or Services listed therein. The SRCE may contract with one or more other suppliers for the same or similar Goods and/or Services to those described or may obtain the same or similar Goods and/or Services through the SRCE's own forces.

3. Delivery of Goods and Services

- a) Supplier agrees to supply and deliver the Goods to the SRCE and to perform the Services, as applicable, in accordance with the terms set out in the Agreement.
- b) Upon request, Supplier shall promptly report to the SRCE of its progress in performing its obligations under the Agreement and provide such explanations as the SRCE may require in connection therewith.
- c) Unless otherwise agreed to by the SRCE in writing, Supplier shall furnish at its own expense all labour, machinery, equipment, tools, transportation and other inputs required to perform the Services and provide the Goods. The SRCE will not be liable for any loss of or damage to machinery, equipment or tools furnished by Supplier.
- d) Supplier shall, at its own expense, and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Supplier by the SRCE in writing, pack, load, and deliver Goods to the Delivery Point. No charges for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges will be accepted or paid by the SRCE unless explicitly stated in the applicable Purchase Order or otherwise agreed to in writing by the SRCE.
- e) Time is of the essence with respect to delivery of the Goods and performance of Services. Goods shall be delivered and Services completed by the applicable Delivery Date. Supplier must immediately notify the SRCE if Supplier anticipates it will likely be unable to meet a Delivery Date.

- f) At any time prior to the delivery of the Goods or performance of the Services, SRCE may, upon notice to Supplier, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of SRCE or due to failure of Supplier to comply with the Agreement, unless otherwise noted.
- g) Unless otherwise agreed to by SRCE in writing, all Goods shall be shipped FOB to SRCE's Delivery Point.
- h) Title, ownership and risk of loss to any Goods shall only pass to the SRCE, upon successful delivery of the Goods at the Delivery Point. It shall be the responsibility of Supplier to obtain appropriate insurance for the Goods while they are in transit from Supplier's loading point to the Delivery Point.
- i) Supplier shall follow all instructions of the SRCE and cooperate with the SRCE's customs broker as directed by the SRCE (including by providing requested shipping documentation) with respect to all Goods that originate from sources or suppliers based outside Canada. Supplier shall comply with all the requirements of the Canada Border Services Agency with respect to the importation of Goods from outside Canada.
- j) Supplier shall not supply a substitute for the Goods or Services specified in the Purchase Order without the prior written approval of the SRCE. Approval of substitutes shall be at the sole discretion of the SRCE.

4. Inspection and Acceptance

- a) All shipments of Goods and all Services performed by Supplier are subject to the SRCE's right of inspection and testing.
- b) The SRCE has ninety (90) days (the "Inspection Period") following the delivery of the Goods to the Delivery Point or the completion of Services by Supplier to undertake such inspection, and upon such inspection the SRCE, in its sole but reasonable discretion, shall either accept the Goods or Services or reject them.
- c) The SRCE has the right to reject any Goods that are delivered in excess of or below the quantity ordered or are damaged or defective. In addition, the SRCE has the right to reject any Goods or Services that are not in conformance with the Specifications or any term of the Agreement.
- d) The delivery of Goods or transfer of title to Goods from Supplier to the SRCE does not constitute the SRCE's acceptance of those Goods.
- e) The SRCE shall provide Supplier, no later than the end of the Inspection Period, a written notice of any Goods or Services that are rejected, together with the reasons for such rejection. If the SRCE does not provide Supplier with any notice of rejection before the end of the Inspection Period, the SRCE will be deemed to have accepted such Goods or Services.
- f) The SRCE's inspection (or non-inspection), testing (or non-testing), acceptance or use of the Goods or Services shall not limit or otherwise affect Supplier's warranty obligations with respect to the Goods or Services.

- g) If the SRCE rejects any Goods or Services, Supplier shall arrange to have rejected Goods returned to Supplier at Supplier's expense, and the Supplier shall at the SRCE's option:
 - i. provide a full credit or refund of all amounts paid by the SRCE to Supplier for the rejected Goods or Services; or
 - ii. provide replacement Goods or Services to be received within the time period specified by the SRCE.
- h) Supplier shall not deliver Goods that were previously rejected by the SRCE unless delivery of such Goods is approved in advance by the SRCE, and is accompanied by a written disclosure of the SRCE's prior rejection(s).

5. Price and Payment Terms

- a) Prices for the Goods and/or Services will be set out in the applicable Purchase Order and shall be in Canadian dollars. Price increases or additional charges not expressly set out in the Purchase Order shall not be effective unless agreed to in writing by the SRCE.
- b) Each invoice submitted by Supplier for payment must include the Purchase Order number, an itemized and detailed description of the Goods delivered and/or Services performed in respect of which it is being remitted, a Supplier contact name and phone number for invoice problem resolution should the need arise, and all such other information as specified by the SRCE from time to time for inclusion therein.
- c) Payments will be administered through the SRCE's electronic payment process. Supplier shall send payables information to accounts.payable@srce.ca.
- d) Subject to verification by the SRCE, the SRCE will pay the undisputed portion of properly rendered invoices thirty (30) days from the date of the invoice.
- e) The SRCE encourages vendors to offer prompt payment discounts. Subject to the conditions of this Section, where discounts are offered the SRCE will endeavour to pay invoices within the discount period.
- f) The SRCE shall have the right to withhold payment of any invoices that are disputed in good faith until the parties reach an agreement with respect to such disputed invoices and such withholding of full payment of disputed invoices shall not be deemed a breach of the Agreement nor shall any interest be charged on such amounts.
- g) The SRCE may set-off any amount due or owing to Supplier pursuant to the Agreement against any amounts Supplier owes to the SRCE, whether pursuant to the Agreement or otherwise.

6. Taxes

- a) Unless otherwise stated in a Purchase Order, all prices or other payments stated in the Purchase Order are exclusive of any taxes.

- b) Supplier shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s).
- c) The SRCE will pay all applicable taxes to Supplier when the SRCE pays the applicable invoice. Supplier will remit all applicable taxes to the applicable government authority as required by applicable laws.
- d) Notwithstanding any other provision of the Agreement, the SRCE may withhold, from all amounts payable to Supplier, all applicable withholding taxes and remit such taxes directly to the applicable governmental authorities as required by applicable laws.

7. Hazardous Materials

- a) Supplier shall ensure that all hazardous materials are properly, safely and securely packaged and labelled and accompanied by prescribed Safety Data Sheets (SDS) and any other documentation that may be required under applicable legislation related to shipments of hazardous materials or hazardous physical agents.
- b) Supplier agrees to provide SRCE with the following upon request:
 - i. all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; and
 - ii. all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Services do not require the use of, any particular hazardous substances specified by the SRCE.

8. Legal Compliance; Workplace Safety

- a) In carrying out its obligations under the Agreement, including the delivery of Goods and performance of Services, Supplier shall at all times comply with all applicable federal, provincial, and municipal laws, by-laws, regulations, standards, and codes and applicable SRCE policies.
- b) Supplier shall be at all times registered with the Workers' Compensation Board under the Workers' Compensation Act (Nova Scotia) and shall maintain its workers' compensation accounts in good standing, and provide SRCE with evidence of good standing upon SRCE's request.
- c) If requested by the SRCE, the Supplier shall, at the Supplier's expense provide a current and valid Letter of Good Standing issued by an audit firm endorsed by Workers' Compensation Board of Nova Scotia to audit for the type of work covered by this contract. Where the Supplier has not yet obtained a Certificate of Recognition, the tenderer must submit a letter from the WCB endorsed audit firm indicating the tenderer is "in the process" (maximum six (6) months) of obtaining the Certificate of Recognition. "In the process" is defined as the completion of the four mandatory courses (Safety Basics, Safety Orientation, Safety Audit and Leadership) and completion of training required by the Occupational Health and Safety Act (such as, but not limited to WHMIS, TDG, TCP, Confined Space and First Aid) and for a period no greater than six (6) months.

- d) Supplier shall obtain all applicable permits, licences, exemptions, consents and approvals required for Supplier to manufacture and deliver the Goods and perform the Services and provide copies thereof to the SRCE upon SRCE's request.
- e) If requested by the SRCE, the Supplier shall, at the Supplier's expense, provide a criminal record check, vulnerable sector check, or any other requested security check for any employee that the Supplier has assigned or proposes to assign to the performance of the Services. Unless agreed to in writing, all record checks must be issued by the relevant authority within the previous 12 months.
- f) The SRCE may object to any of Supplier's personnel engaged or proposed by Supplier to be engaged in the performance of Services who, in the reasonable opinion of the SRCE, constitute a safety risk, lack appropriate skills or qualifications, engage in misconduct, or are incompetent or negligent. Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, provide a replacement at Supplier's expense, and shall not re-employ the removed person in connection with the Services without the prior written consent of the SRCE.

9. Warranties

- a) **Manufacturer Warranties:** Supplier shall, to the extent possible, assign to the SRCE all manufacturer warranties for Goods, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to the SRCE.
- b) **Goods Warranties:** Supplier warrants to the SRCE that in addition to any applicable manufacturer warranties, all Goods shall be:
 - i. of merchantable quality;
 - ii. safe and fit for the purposes intended;
 - iii. new, unless otherwise agreed to by the SRCE in writing;
 - iv. free from any overt or latent defects in design, material and workmanship;
 - v. in strict compliance with the Specifications;
 - vi. free from any liens or encumbrances on title whatsoever;
 - vii. in conformance with any samples provided to the SRCE; and
 - viii. compliant with all applicable federal, provincial, and municipal laws, by-laws, regulations, standards, and codes.
- c) **Service Warranties:** Supplier warrants to the SRCE that all Services shall be performed:
 - i. exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Services under the Agreement;
 - ii. in accordance with all Specifications and all SRCE policies, guidelines, by-laws and codes of conduct applicable to Supplier; and
 - iii. using only personnel legally entitled to work in Canada and who possess the skills, training, expertise, and qualifications necessary to carry out the Services.
- d) **Intellectual Property Warranty:** Supplier warrants to the SRCE, the performance of Supplier of its obligations hereunder, and the use of the Goods or Services by the SRCE for their intended

purpose, shall not violate, misuse, misappropriate or infringe the intellectual property rights or any other property or rights of any other person or entity.

10. Warranty Remedies

- a) Unless a longer warranty period is specified on the face of the Purchase Order, or is otherwise provided by Supplier, the warranty period for Goods and Services shall be valid for one year from the date of acceptance of the Goods and Services by the SRCE.
- b) If the SRCE, acting reasonably, determines that Supplier has breached any of the warranties in Section 9, and without prejudice to any other right or remedy available to the SRCE (including the SRCE's indemnification rights hereunder), Supplier will, within ten (10) days after written notice by SRCE to Supplier of a warranty breach, and at SRCE's option and Supplier's sole expense, either:
 - i. refund the purchase price for any affected Goods or Services, or
 - ii. correct, replace or re-perform the affected Goods or Services.

All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, costs to transport the Goods from SRCE to Supplier, and return shipment to SRCE, and costs resulting from supply chain interruptions, will be borne by Supplier.

- c) If Goods are corrected or replaced or Services are re-performed, the warranties in Section 9 will continue as to the corrected or replaced Goods or Services for a further warranty period of one year commencing on the date of acceptance of the corrected or replaced Goods or Services by SRCE. If Supplier fails to repair or replace the Goods or Services within the time periods required above, SRCE may repair or replace the Goods or Services at Supplier's expense.
- d) In the event that any Goods provided by Supplier to SRCE are subject to a claim or allegation of infringement of intellectual property rights of a third party, Supplier shall, at its own option and expense, without prejudice to any other right or remedy of SRCE (including SRCE's indemnification rights hereunder), promptly:
 - i. provide SRCE with a commercially reasonable alternative, including the procurement for SRCE of the right to continue using the Goods in question;
 - ii. replace such Goods with a non-infringing alternative satisfactory to SRCE; or
 - iii. modify such Goods (without affecting functionality) to render them non-infringing.

11. Supplier Representations and Warranties

- a) Supplier represents and warrants, as a present and ongoing affirmation of facts in existence at all times when the Agreement is in effect and after its termination:
 - i. that Supplier is and shall be the legal and beneficial owner of all such Goods or Services at the time of delivery thereof to SRCE and (if different) at the time title to the Goods or Services passes to SRCE;
 - ii. that Supplier is duly organized and subsisting under the laws of the jurisdiction of its incorporation or existence and has full power and authority to enter into the Agreement;
 - iii. that the execution and/or performance of the Agreement does not and will not violate or interfere with any other agreement by which Supplier is bound, which violation or interference would have a material adverse effect on Supplier or on the Agreement and

- that Supplier will not enter into any agreement, the execution and/or performance of which would violate or interfere with the Agreement so as to have a material adverse effect on SRCE;
- iv. that Supplier has the resources, skills and ability to provide the Goods and perform the Services in accordance with the Agreement and applicable industry standards;
 - v. that Supplier is duly registered for tax (including GST/HST) purposes in the jurisdiction(s) in which such Goods or Services are to be provided;

12. Intellectual Property Rights

- a) Other than as may be required for the provision of the Goods or Services, nothing in the Agreement shall be construed as granting Supplier any license or other right to use any intellectual or other property that SRCE may now or hereafter own, possess, or in which it may hold licensing rights.
- b) SRCE and Supplier agree that all work product, materials, documents and intellectual property (including without limitation all inventions, designs, ideas, discoveries, works, creations, patents, copyrights and trade-marks) or other rights relating thereto developed by Supplier during the course of, or in connection with, the provision of the Goods or Services, by Supplier to SRCE (collectively "Work Product") shall be the property of and owned by SRCE. Supplier agrees that it has no ownership rights of any kind therein, and Supplier hereby agrees to assign, and upon provision of each element of the Goods or Services automatically assigns, to SRCE, all of Supplier's right, title and interest, if any, in any such Work Product. This assignment includes, without limitation, any and all rights to secure any patent, trade-mark, copyright, industrial design or other registrations (including without limitation, any renewals or extensions thereto) with respect of the Work Product, in Canada, the United States and elsewhere.
- c) Supplier hereby unconditionally and irrevocably waives and shall cause its subcontractors or representatives to unconditionally and irrevocably waive all moral rights of Supplier or its subcontractors or representatives that exist or may exist in any Work Product. Supplier shall, upon SRCE's request, obtain from each and every one of its subcontractors or representatives any agreement or assignment required to confirm ownership rights in the Work Product in favour of SRCE, the licenses granted herein and the waiver of all moral rights therein.
- d) If Supplier or its subcontractors or representatives incorporate into any Work Product any pre-existing intellectual property owned by Supplier or its subcontractors or representatives or in which Supplier or its subcontractors or representatives has an interest, SRCE is hereby granted and shall have a worldwide, royalty-free, non-exclusive, perpetual license to make, use, copy, modify distribute, sell, license (at any level) and in any other way exploit such pre-existing intellectual property as part of or in connection with such Work Product, without obligation to account to, or obtain consent from, Supplier or its subcontractors or representatives. Supplier agrees to provide to SRCE all assistance reasonably requested by SRCE to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in SRCE and its successors and assigns.

13. Confidentiality

- a) “Confidential Information” means any information disclosed by SRCE to Supplier that is either marked “Confidential”, or that by its nature, a reasonable person would consider to be confidential. Confidential Information shall not, however, include information that:
 - i. was already known to Supplier at the time of its disclosure by SRCE;
 - ii. is available to the public or becomes generally available to the public other than through a breach of these Purchase Order Terms and Conditions by Supplier;
 - iii. was received by Supplier from a third party free to disclose it without obligation (whether contractual, legal, fiduciary or otherwise) to SRCE; or
 - iv. was developed independently by Supplier without breach of these Purchase Order Terms and Conditions.
- b) Supplier shall use the Confidential Information only for the purpose of providing the Goods and/or Services to SRCE, and shall protect such Confidential Information from disclosure to third parties, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Supplier shall not disclose the Confidential Information to third parties without the written consent of SRCE.
- c) Supplier shall implement and maintain security standards and procedures for the safeguarding of SRCE’s Confidential Information. Supplier agrees to promptly notify SRCE in writing upon becoming aware of a breach of either Supplier’s security standards and procedures or SRCE’s security policies, or any unauthorized disclosure of Confidential Information that Supplier is required to keep confidential. Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure.
- d) If Supplier becomes legally required to disclose any Confidential Information, Supplier will give SRCE prompt notice of such requirement to the extent that Supplier is legally able to do so. If SRCE consents to such disclosure, or if SRCE declines or is unable to obtain a protective order or other appropriate remedy with respect to such disclosure, then Supplier shall disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement.
- e) Immediately upon termination of the Agreement, or at any time upon demand of SRCE, Supplier shall return or supply to SRCE any of the Confidential Information in Supplier’s possession or under its control and any analysis or derivative work relating to the Confidential Information, and no copies of the Confidential Information, analysis or derivative work shall be made or retained.
- f) Supplier acknowledges and agrees that SRCE may disclose the Supplier Proposal, the Agreement or portions thereof at SRCE’s discretion or as may be required pursuant to the Freedom of Information and Protection of Privacy provisions contained in the Freedom of Information and Protection of Privacy Act.
- g) If Supplier is a “service provider” as defined in the Personal Information International Disclosure Protection Act, (Nova Scotia) (“PIIDPA”) as a result of the type of Services that it is providing to SRCE under the Agreement, Supplier represents, warrants and undertakes to SRCE that it shall

comply with its obligations under PIIDPA and the terms and conditions contained in the Privacy Protection Schedule, attached as Schedule A to these Purchase Order Terms and Conditions.

- h) Supplier acknowledges that SRCE has entered into a service agreement through the Province of Nova Scotia with IBM Canada for the provision of SAP Enterprise Resource Planning (ERP) solutions and related services and may enter into service agreements with other providers of comparable services. Supplier irrevocably agrees that notwithstanding anything contained in the Agreement, SRCE is authorized to disclose the Agreement or portions thereof to IBM Canada and SAP Canada and to any other provider of comparable services to SRCE, to enable IBM Canada and SAP Canada, and where applicable such other service provider, to fulfill its obligations under its service agreement with SRCE.
- i) Supplier's obligations under this Section survive any termination of the Agreement.

14. Force Majeure

- a) Supplier shall not be liable for a failure or delay in performing any of its obligations under the Agreement due to a "Force Majeure Event", which, for the purposes of this Agreement is defined as any circumstance not within the reasonable control of Supplier, but only if and to the extent that such circumstance:
 - i. could not have been reasonably prevented or avoided by Supplier, despite Supplier's exercise of utmost diligence, taking of reasonable precautions and due care and documented attempts to take all reasonable alternative measures;
 - ii. occurred without the fault or negligence of Supplier; and
 - iii. materially and adversely affected the ability of Supplier to perform its obligations under the Agreement.
- b) Where Supplier claims that a Force Majeure Event has occurred, Supplier shall be required to give immediate written notice thereof to SRCE, which notice shall describe the Force Majeure Event, its cause, the probable duration of the delay resulting therefrom, and the steps being taken by Supplier to mitigate the impact of the Force Majeure Event on the performance of Supplier's obligations.
- c) Notwithstanding the foregoing provisions, if a delay or failure arising from a Force Majeure Event continues for ten (10) consecutive days, SRCE may, in its sole discretion, terminate the Agreement upon three (3) days prior written notice to Supplier. In the case of termination by SRCE pursuant to this Section, Supplier will be entitled to receive payment only for the Goods it has delivered to SRCE and for which acceptance has been provided, and for Services it has satisfactorily performed up to the date of termination.

15. Insurance

- a) Supplier shall without limiting any of its obligations and liabilities under the Agreement, procure and maintain at its own expense, with respect to and for claims arising during the term of the Agreement, appropriate insurance covering its obligations under the Agreement, including the following minimum insurance coverage and such other insurance as may be required from time to time in the course of providing the Goods or Services:

- i. Professional liability insurance (if applicable to the Services);
 - ii. Comprehensive commercial general liability insurance;
 - iii. Automobile liability insurance; and
 - iv. Any other insurance requested by SRCE.
- b) Each of the aforementioned policies shall have policy limits not less than two million dollars (\$2,000,000) per claim, aggregate limits not less than two million dollars (\$2,000,000) within any policy year, and deductible amounts not exceeding fifty thousand dollars (\$50,000).
- c) Supplier shall provide HRM with a certificate of renewal for each insurance policy not later than fifteen (15) days prior to the expiry date of the applicable policy.
- d) The insurance to be maintained by Supplier shall:
 - i. be issued by financially sound insurers acceptable to SRCE and licensed to carry on business in Canada;
 - ii. name "Strait Regional Centre for Education" as an additional insured party;
 - iii. require the insurer to provide SRCE with at least thirty (30) days' prior written notice of a material change in the policy or termination or cancellation of the policy;
 - iv. provide coverage for liability arising out of property damage, loss, personal injury (including death), or any other damage resulting from any act or omission of Supplier, its officers, directors employees, servants, and agents;
 - v. be primary insurance without right of contribution of any other insurance carried by Supplier or by SRCE;
 - vi. be endorsed to include waivers of any right of subrogation of the insurers against SRCE, its mayor, councillors, officers and directors, employees, consultants and agents; and
 - vii. contain cross liability coverage via a separation of insured's clause.
- e) Supplier shall at the request of SRCE carry additional insurance against such risks and in such amounts as SRCE shall deem necessary.
- f) Supplier shall report to SRCE within twenty four (24) hours in writing full details of any occurrence involving bodily injury, death or property damage.
- g) Supplier shall provide SRCE with certificate(s) of insurance on a form reasonably satisfactory to SRCE, evidencing all insurance requirements hereunder prior to commencement of the provision of Goods or performance of Services as the case may be, and replacement certificate(s) of insurance during the term hereof. Each certificate shall be signed by an authorized agent or representative of the insurer.
- h) By entering into the Agreement, Supplier hereby warrants and represents that it has complied in full with the provisions of this Section, and shall promptly upon SRCE's written request, provide SRCE with evidence of compliance with Workers Compensation coverage where applicable and/or a certified Certificate of Insurance evidencing placement in good standing of all other insurances required by this Section.

16. Indemnities

- a) Supplier shall indemnify, defend and hold harmless SRCE and its employees, consultants, and agents (the "SRCE Indemnified Parties") from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by SRCE Indemnified Parties or any of them arising out of:
 - i. death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged overt or latent defect in the Goods or Services, or from the failure of the Goods or Services to comply with the warranties hereunder;
 - ii. any claim that the Goods or Services infringe or violate the intellectual property rights or other rights of any person;
 - iii. any intentional, wrongful or negligent act or omission of Supplier or any of its affiliates, agents or subcontractors;
 - iv. Supplier's breach of any of its obligations under the Agreement; or
 - v. any liens or encumbrances relating to any Goods or Services.

17. Suspension and Termination of Agreement

- a) SRCE shall be entitled to suspend and/or terminate the Agreement for cause, upon the occurrence of any of the following events, each of which shall constitute an "Event of Default":
 - i. Supplier breaches or fails to comply with the Agreement and such breach or failure is not remedied by Supplier to the reasonable satisfaction of SRCE within ten (10) days after written notice from SRCE to remedy the breach or failure;
 - ii. Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of Supplier;
 - iii. Supplier repudiates its obligations under the Agreement; or
 - iv. SRCE determines that any statement, representation or warranty made by Supplier in its Supplier Proposal or in the Agreement was untrue or incorrect.
- b) If the Agreement is suspended or terminated as a result of an Event of Default, Supplier shall be responsible for and shall reimburse SRCE for all loss, costs and damages incurred by SRCE as a result of or arising from the Event of Default, including any costs incurred by SRCE to correct any defects or deficiencies in any of the Goods or Services, and any costs incurred by SRCE to procure the Goods or Services or any part thereof from another provider.
- c) SRCE may, at its sole discretion, and at any time, terminate the Agreement without cause upon giving thirty (30) days prior written notice of termination to Supplier. In such event, Supplier shall be entitled to receive payment for the Goods it has delivered to SRCE and for which acceptance has been provided, and for Services it has satisfactorily performed up to the date of termination. Payments to Supplier of the foregoing amounts shall constitute full and final satisfaction of SRCE's obligations to Supplier under the Agreement.
- d) In the event the Agreement is terminated by SRCE pursuant to this Section, Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.

18. Limitation of Liability

- a) EXCEPT FOR SUPPLIER'S OBLIGATIONS TO INDEMNIFY SRCE UNDER SECTION 16, AND EXCEPT FOR DAMAGES THAT ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THE AGREEMENT.

19. Independent Contractors

- a) The relationship of Supplier to SRCE is that of an independent contractor and not an employee, partner or agent, and nothing contained herein shall be regarded or construed as creating a partnership, joint venture, agency or employer/employee relationship. Supplier shall not enter into any contract or commitment in the name of or on behalf of SRCE or bind SRCE in any respect whatsoever. Supplier confirms and agrees that there are no employee related benefits or fringe benefits of any kind receivable in connection with the provision of the Goods or performance of the Services. Supplier, its subcontractors and assignees are solely responsible for making contributions for Employment Insurance, Workers Compensation, Canada Pension Plan, employee income tax deductions (submitted directly to the government), insurance costs or other similar levies. Supplier shall indemnify and save harmless SRCE, its directors, officers and affiliates from and against all payments, costs, damages, expenses, interest, penalties and other liabilities assessed against, paid or incurred by SRCE or its directors, officers or affiliates in connection with such contributions or payments.

20. Conflict of Interest

- a) Supplier shall not take any actions that would result in an actual or perceived conflict of interest between its obligations to SRCE under the Agreement and its obligations to any third party. Supplier shall immediately notify SRCE in writing if any actual or perceived conflict of interest arises at any time during the Agreement.

21. Further Assurances

- a) The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to the Agreement and every part thereof.

22. Severability

- a) If any provision of the Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

23. Waiver

- a) No waiver of any provision of the Agreement shall be enforceable against that party unless it is in writing and signed by that party. The failure of SRCE to insist upon the strict performance of any term or condition of the Agreement will not be deemed to be a waiver of any of the rights or remedies of SRCE, nor of its right to insist upon strict performance of such term or of any other term in the future.

24. Assignment

- a) Supplier shall not assign the Agreement, in whole or in part, without SRCE's prior written consent.
- b) SRCE may assign the Agreement, in whole or in part, or extend the Agreement to any affiliate or agent of SRCE, without the consent of Supplier. Upon request, Supplier shall provide the Goods or Services at the same pricing and upon substantially similar terms as set out in the Agreement to any affiliate or agent of SRCE, any organization operating facilities on behalf of SRCE, and any other public sector entity.
- c) The Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

25. Cumulative Remedies

- a) The rights and remedies of SRCE in the Agreement are cumulative and in addition to any other rights and remedies at law or in equity.

26. Survival

- a) Any provision of the Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of the Agreement.

27. Interpretation

- a) The headings used in the Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.
- b) Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.
- c) References in the Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of the Agreement.
- d) Where the Agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
- e) The language used herein shall be deemed to be the language chosen by the parties hereto to express their mutual intent and shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person.

28. Entire Agreement

- a) Except as specifically set forth herein, the Agreement constitutes the final written expression of all of the agreements between the parties with respect to the subject matter herein, and supersedes all understandings and negotiations concerning the matters specified herein.

29. Governing Law

- a) The Agreement shall be governed by the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.
- b) SRCE and Supplier attorn to the exclusive jurisdiction of the courts of Nova Scotia in Halifax, in respect of any matter arising out of the Agreement.
- c) Subject to Supplier's obligations to indemnify, defend and hold harmless, SRCE and Supplier shall be responsible for their own legal expenses, costs and disbursements for all legal proceedings (including discoveries) related to the Agreement.

30. Language

- a) It is the express wish of the parties that the Agreement and any related documentation be drawn up in English. Il est de la volonté expresse des parties que cette convention ainsi que tout document connexe soient rédigés en langue anglaise.