**Schedule “D”**

**OPS Entity Terms**

**(Posting Version\*)**

\*Note: The signing version of the Framework Agreement will have the full set of OPS Entity Terms included. For ease of reference, only the differences between the OPS Entity Terms and Non-OPS Terms are identified below.

The OPS Entity Terms shall be the same as the Non-OPS Entity Terms set out in Schedule “E” (Non-OPS Entity Terms), except as set out below.

**1.01 Definitions**

Except as otherwise set out in these OPS Entity Terms, the capitalized terms used in the Purchasing Document shall have the meaning ascribed to those capitalized terms in Schedule “A” (Definitions) of the Framework Agreement.

* 1. **Schedule “I” and OPS Entity Terms Incorporated by Reference**

The following are incorporated by reference into each Purchasing Document:

* + - 1. Schedule “I” (Mandatory Provisions Schedule) of the Framework Agreement; and
      2. these OPS Entity Terms.

**2.04 Interpretive Value of Documents**

In the event of a conflict or inconsistency in any provisions of the following documents, the following shall govern in the order of precedence listed (from higher to lower):

1. Schedule “I” (Mandatory Provisions Schedule);
2. OPS Entity Terms;
3. the Purchasing Document;
4. Buyer’s request for Deliverables, if issued;
5. Vendor’s submission, if applicable; and
6. Vendor’s Standard T&Cs.

**4.01 Definitions**

For the purposes of these OPS Entity Terms and Schedule “I” (Mandatory Provisions Schedule), … [Note: The remainder of section 4.01 remains the same.]

**6.06 Interest on Late Payment**

If a payment is in arrears through no fault of the Vendor, the interest charged by the Vendor, if any, for any late payment is subject to required approvals under the FAA and shall not exceed the pre-judgment interest rate established under subsection 127(2) of the CJA, in effect on the date that the payment went into arrears.

8.08 Copyright Notice

The Vendor shall place a copyright notice on all Newly Created Intellectual Property it provides in the following form:

1. where the Buyer is a ministry: “© King’s Printer for Ontario, [\*\*insert year of publication\*\*]”; and
2. where the Buyer is not a ministry: “© [insert name of Buyer]”.

**9.01 Accessibility**

The Vendor's delivery of the Deliverables shall comply with all applicable requirements, specifications and standards for Accessibility established in accordance with the HRC, the ODA,and the AODA, any regulations made thereto and any direction from the Buyer. The Vendor must meet the Government of Ontario’s requirements under the *Integrated Accessibility Standards* Regulation or as directed by the Buyer.

**15.03.1 Termination for Non-Appropriation**

If the Purchasing Document extends into a Fiscal Year subsequent to its execution, continuation of the Purchasing Document is conditional upon an appropriation of moneys by the Legislature of Ontario (the "Legislature") sufficient to satisfy payments due under the Purchasing Document. In the event that such moneys are not available as a result of: (i) non-appropriation by the Legislature for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation of the Legislature for a previous Fiscal Year, the Buyer may terminate the Purchasing Document upon giving notice to the Vendor. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

**16.02 Open Data**

It is the Buyer’s intention, in accordance with Ontario’s [Digital and Data Directive](https://www.ontario.ca/page/ontarios-digital-and-data-directive-2021) and as part of its commitment to open data, to publish and allow the public to use:

(i) procurement-related information; and,

(ii) data created or collected as an output of the Purchasing Document,

except where the Buyer chooses not to publish the data in accordance with Ontario’s Digital and Data Directive, such as for privacy, confidentiality, security, legal or commercially-sensitive reasons. This section shall survive the termination or expiry of the Purchasing Document.