**Schedule “E”**

**Non-OPS Entity Terms**

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| --- | --- | --- | --- |
| **Item #** | **Description** | **Section Reference** | **Details** |
| NOET1 | Vendor’s Liability for Damages | 13.02 | The greater of:  (a) $1,000,000 (one million dollars); or  (b) the amount equal to:  (i) the aggregate amount paid or payable by the Buyer under all Purchasing Documents entered into by the Buyer with the Vendor under the Vendor of Record Arrangement; multiplied by  (ii) two (2). |
| NOET2 | Buyer’s Liability for Damages | 13.05 | The greater of:  (a) $1,000,000 (one million dollars); or  (b) the amount equal to:  (i) the aggregate amount paid or payable by the Buyer under all Purchasing Documents entered into by the Buyer with the Vendor under the Vendor of Record Arrangement; multiplied by  (ii) two (2). |

1. **Definitions**
   1. **Definitions**

Except as otherwise set out in these Non-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. **Ordering and Purchasing Document**
   1. **Ordering**

The Vendor agrees to provide the Deliverables specified in the Purchasing Document to the Buyer in accordance with the provisions of the Purchasing Document.

* 1. **Schedule “I” (Mandatory Provisions Schedule) and Non-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 Non-OPS Entity Terms, as may be amended by the Vendor and the Buyer as documented in an Amending Agreement (Non-OPS Entity).
  1. **Separate Agreement**

The Purchasing Document is an agreement between the Parties and is separate from: (a) the Framework Agreement between Supply Ontario and the Vendor; and (b) any other “Purchasing Document” entered into between the Parties under the Vendor of Record Arrangement.

* 1. **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. Non-OPS Entity Terms;
3. Purchasing Document;
4. Buyer’s request for Deliverables, if issued;
5. Vendor’s submission, if applicable;
6. Vendor’s Standard T&Cs.
   1. **Non-Exclusivity**

The Vendor acknowledges that it enters into the Purchasing Document on a non-exclusive basis. The Buyer reserves the right to contract with other parties, regardless of whether the party was selected within or outside a process initiated by a request for bids, for the same or similar Deliverables as those provided by the Vendor and reserves the right to obtain the same or similar Deliverables internally.

1. **Deliverables**
   1. **Provision of Deliverables**

The Vendor shall provide the Deliverables in accordance with the Framework Agreement (including, for certainty and without limiting the generality of the foregoing, Schedules “B” (Deliverables) and “I” (Mandatory Provisions Schedule) of the Framework Agreement) and the Purchasing Document.

* 1. **Grant of Subscription Rights**

1. It is a term of each Purchasing Document that includes the provision of the AI Scribe Solution that the Vendor grants to the Buyer a non-exclusive, irrevocable, transferable, fully paid-up, royalty-free subscription for the specified term to:
   1. access and use, and allow its Authorized Users to access and use, the AI Scribe Solution;
   2. where installation of any part of the AI Scribe Solution is required to be installed on a device to use the AI Scribe Solution (“Platform Software”), install and use, and allow its Authorized Users to access and use, the Platform Software to access and use the AI Scribe Solution; and
   3. permit third parties authorized by the Buyer or Authorized Users to access and use the AI Scribe Solution for the sole purpose of supporting the Buyer and Authorized Users.
2. The Buyer agrees not to exercise its subscription rights in excess of the number of units (as identified in the Purchasing Document) ordered by the Buyer.
   1. **Documentation**
3. The Vendor will provide to the Buyer access to Documentation through an authenticated web site.
4. The Vendor grants to the Buyer a perpetual, non-exclusive, irrevocable, transferable, fully paid-up, royalty-free license to use, reproduce and modify, and to allow its Authorized Users to use, reproduce and modify, the Documentation for internal business purposes only.
5. The Buyer agrees: (i) that each copy of any Documentation made shall bear all copyright, trade-mark and other proprietary notices included in it by the Vendor; and (ii) not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any such training documentation without the prior written permission of the Vendor.
   1. **Evaluation Subscription**

If requested, the Vendor shall at no additional charge or cost to the Buyer provide the Buyer with a fully functional evaluation subscription in such number of evaluation subscriptions as set out in the Mandatory Technical Requirements section of the RFB. The subscriptions provided to a Buyer for evaluation purposes shall be the subscription rights granted in Section 3.02, except that the subscription shall be restricted for use for testing and evaluation purposes only and restricted for use for a sixty calendar (60) day period, unless the Mandatory Technical Requirements section of the RFB specifies a longer period, in which case that longer period shall apply.

* 1. **Availability of Most Current Subscription Release**

The Vendor shall make available to the Buyer and shall provide, if ordered by the Buyer, the most current version of the AI Scribe Solution.

* 1. **Click-Wrap Licence Terms and Conditions**

The Vendor’s Standard T&Cs shall apply to AI Scribe Solution acquired pursuant to the Purchasing Document, provided such Vendor’s Standard T&Cs are not inconsistent with the provisions of the Purchasing Document, and do not impose additional costs or liability upon the Buyer. To the extent such Vendor’s Standard T&Cs are inconsistent with the provisions of the Purchasing Document or impose additional costs or liability upon the Buyer (“Inconsistent Provisions”), then the Buyer will not be bound by the Inconsistent Provisions, regardless of whether they are contained in or on any web site, click- wrap agreement, browse wrap agreement, web wrap agreement, or any other licence or agreement relating to the subscription, express or implied, and regardless of any notification to the contrary and regardless of any action taken or not taken by the Buyer to indicate its acceptance of the Inconsistent Provisions as required under that web site, click-wrap agreement, browse wrap agreement, web wrap agreement, shrink-wrap agreement, standard form agreement or any other agreement relating to the AI Scribe Solution.

* 1. **No Application of User Terms and Conditions**

The Buyer shall be responsible for the use of the AI Scribe Solution by Authorized Users and any third party authorized by the Buyer or Authorized Users to use the AI Scribe Solution. No terms and conditions set forth in any agreement relating to the use of the AI Scribe Solution presented to any user authorized by the Buyer to use the AI Scribe Solution shall be binding on such user.

* 1. **Business Continuity**

The Vendor agrees to implement the Vendor’s Business Continuity Plan referred to in the Framework Agreement. Upon request, the Vendor shall provide to the Buyer the Vendor’s Business Continuity Plan.

* 1. **Exit Strategy and Transition Requirements**

1. Unless otherwise set out in the Purchasing Document, the Vendor shall provide Transition Services to the Buyer for the transition period calculated as follows:
   1. if the Purchasing Document is terminated by the Buyer pursuant to Section 15.03 (Immediate Termination of the Purchasing Document), a period of 60 days from the effective date of termination;
   2. if the Purchasing Document is terminated by a Buyer pursuant to Section 15.05 (Termination on Notice), a period of 30 days from the effective date of termination;
   3. if the Purchasing Document is terminated by the Buyer pursuant to any other section of the Purchasing Document, a period of 30 days from the effective date of termination; or
   4. if the Purchasing Document expires rather than terminates, the transition period begins on the expiry date of the Purchasing Document and ends on a mutually agreed upon date between the Buyer and the Vendor, which shall be for a period of no less than 30 days.
2. During the transition period, in addition to the transition requirements described in Schedule “B” (Deliverables) of the Framework Agreement, the Vendor will, at no cost to the Buyer: (i) continue to provide the Deliverables provided pursuant to the Purchasing Document; and (ii) provide any other services reasonably necessary to ensure that the transition of the AI Scribe Solution from the Vendor to another service provider is undertaken efficiently and minimizes disruption to the Buyer.
3. **Security, Confidential Information and Related Provisions**
   1. **Definitions**

For the purposes of this Non-OPS Entity Terms and Schedule “I” (Mandatory Provisions Schedule),

“**Confidential Information**” includes all or part of the following information: (i) information of the Authorized User that is of a confidential nature, regardless of whether it is identified as confidential or not, and whether recorded or not, however fixed, stored, expressed or embodied, which comes to the knowledge, possession or control of the Vendor or the Vendor’s Personnel, including all information to be transmitted, converted, recovered, stored or processed in relation to or on any network or computer system; (ii) any information of the Authorized User which is designated by it from time to time, or which a reasonable person, having regard to the circumstances, would regard, as sensitive; and (iii) information of third parties that the Authorized User is required to keep confidential, including Personal Information. Confidential Information does not include: (iv) Confidential Information of the Vendor; (v) information that has been published or that has otherwise entered the public domain without a breach of any agreement with respect to confidentiality binding the Vendor; (vi) information that was already in the Vendor’s possession or was known to the Vendor before its disclosure by the Authorized User, or before it was otherwise obtained by the Vendor without any obligation of confidentiality attached; (vii) information that has been disclosed by the Vendor with the prior written consent of the Authorized User without any obligation of confidentiality attached; and (viii) information that is independently developed by the Vendor without a breach of confidentiality under any other agreement. The foregoing exceptions do not apply to Personal Information.

“**Personal Information**” means: (i) personal health information as defined in the *Personal Health Information Protection Act* (Ontario) and (ii) personal information as defined in the *Freedom of Information and Protection of Privacy Act* (Ontario) as well as in the *Personal Information Protection and Electronic Documents Act* (Canada). For clarity, “Privacy Statutes” are Requirements of Law.

“**Privacy Breach**” means any unauthorized access to, use of, modification of, disclosure of, theft or loss of Personal Information or any collection, use or disclosure of Personal Information that is not permitted under Privacy Statutes or not otherwise permitted by the terms of this Non-OPS Entity Terms or required by law.

“**Security Incident**” means (i) accidental, unlawful or unauthorized disclosure of, access, destruction, loss, or alteration to Confidential Information or Personal Information; or, (ii) the Vendor’s system that stores and protects Confidential Information or Personal Information was compromised or system weaknesses were detected that may compromise the integrity of the Vendor’s system.

* 1. **Vendor Covenants re Data**

Vendor covenants:

* + - 1. to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
      2. to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables;
      3. to implement other specific security measures that in the discretion of the Buyer would improve the adequacy and effectiveness of the Vendor's measures to ensure the security and integrity of Personal Information and Records generally;
      4. not to share or discuss any information (including Personal Information contained within log records or telemetry data or metadata of any kind) pertaining to an Authorized User’s usage of the AI Scribe Solution (excluding Vendor’s Subcontractors as permitted pursuant to the Purchasing Document) unless the Authorized User agrees otherwise in writing; and to the extent that log information, telemetry data or metadata includes Personal Information, such Personal Information will be stored, protected and used by the Vendor only in the same manner as set out in the Purchasing Document;
      5. to investigate each Security Incident or Privacy Breach, and take reasonable steps to mitigate the effects of such Security Incident or Privacy Breach, to minimize any damage resulting from the Security Incident or Privacy Breach and prevent a recurrence;
      6. to cooperate with the Authorized User (and the appropriate privacy commissioner in accordance with Privacy Statutes) by providing any additional details about the Security Incident or Privacy Breach that the Authorized User may require as information regarding the Security Incident or Privacy Breach is collected or otherwise reasonably becomes available; and
      7. not to use Confidential Information or Personal Information for any purpose other than as required to provide the AI Scribe Solution to the Authorized User.
  1. **Confidential Information and Protection of Information**
     + 1. The Vendor will implement and maintain appropriate safeguards to prevent any use or disclosure of Confidential Information or Personal Information for purposes other than those permitted by the Purchasing Document, including administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any Confidential Information or Personal Information that Vendor creates, receives, maintains, or transmits on behalf of the Authorized User.
       2. Specific Requirements: Without limiting the Vendor’s obligations in Section 4.03, the Vendor shall at all times while in possession or control of Personal Information or Confidential Information comply with the following provisions:
          1. Data Backup and Disaster Recovery: The Vendor will perform regular, automated backups of all data on behalf of Authorized User, including patient and other Personal Information, ensuring that backups are encrypted and stored in compliance with the requirements of this Article 4, Requirement of Law, and industry best standards. Furthermore, the Vendor will develop, maintain and regularly test a disaster recovery plan designed to restore access to patient data and other Personal Information and resume normal operations in a timely manner following a data loss incident, system failure, or other disasters. The disaster recovery plan shall include procedures for data restoration, system reconfiguration, and continuity of service; and
          2. Availability of Data: Vendor will make Personal Information and Confidential Information of an Authorized User (including Personal Information for which an Authorized User is accountable) available to the Authorized User at all reasonable times in accordance with the Vendor’s obligations in the Purchasing Document. Vendor will never refuse or neglect to make Personal Information or Confidential Information available to an Authorized User for any reason, including an alleged default by the Authorized User.
       3. TRA and PIA. Vendor will conduct threat risk assessments and privacy impact assessments at least annually with respect to the performance or provision of the Deliverables. The Vendor, at its own expense, shall co-operate with the Buyer and its authorized representatives in the successful completion of such assessments and shall implement such remedial actions and recommendations respecting additional security requirements, procedures and standards in the performance or provision of the Deliverables as may arise from any such assessments.
  2. **Representations and Warranties**

In addition to the representations and warranties set out in Article 10 (Representations and Warranties), the Vendor covenants, represents and warrants and acknowledges that the Buyer is relying upon the following covenants, representations and warranties in the Buyer and its Clinician’s use of and reliance upon the Vendor’s AI Scribe Solution in the Buyer’s and its Authorized User’s medical practice:

* + - 1. The Vendor’s products and services as described in the Documentation have been accurately described, both as to functionality and use.
      2. The Vendor will co-operate with the Buyer and any Authorized User during the implementation of the AI Scribe Solution in the Buyer and any Authorized User’s practice. This includes providing resources to ensure successful use of the AI Scribe Solution.
      3. The Documentation is and will be sufficient to allow the users thereof, with training offered by the Vendor, to use the AI Scribe Solution for the conduct of the Authorized User’s medical practice.
      4. The Vendor shall adhere to the principles for responsible, trustworthy and privacy-protective generative AI technologies published on December 7, 2023 by various Canadian information and privacy commissioners. Such principles are considered to be Requirements of Law for the purposes of the Purchasing Document.
      5. The Vendor has established and implemented a risk management program in relation to the AI Scribe Solution, including an AI risk management program that includes formal policies, procedures for risk assessment and mitigation, and a process for ongoing monitoring and review. The risk management program may be based on a recognized framework, such as the NIST AI Risk Management Framework (AI RMF) or an equivalent standard.
      6. The Vendor will not enter into any agreement, arrangement or plan to acquire, use or disclose or obtain or exercise, directly or indirectly, for its own benefit or the benefit of any third party, any rights in all or any portion of the data or proprietary information including Personal Information or Confidential Information of the Buyer or any Authorized User or for which the Buyer or any Authorized User is accountable, whether or not in partnership or cooperation with the Buyer, Authorized User or other person, firm or corporation.
      7. The AI Scribe Solution shall be free of viruses and will not contain any contaminants or time bombs, including any codes or instructions that may be used to access, modify, delete, damage or disable any computer system.
      8. The Vendor has the full right and authority to market and sell the AI Scribe Solution to the Buyer for use by and for Authorized Users.
      9. The Vendor will notify the Buyer in a timely manner of all changes relating to the functionality or use of the AI Scribe Solution from time to time. The Vendor shall promptly notify the Buyer of any material changes in its resource allocation strategy or any resource constraints that could reasonably impact the security and privacy of the Buyer, Authorized Users and/or patients or the performance of the AI Scribe Solution.
      10. The AI Scribe Solution complies with their functional specifications and service descriptions. The Vendor agrees to comply with all service level commitments contained in or referred to in the Purchasing Document in favour of the Buyer and/or on the Vendor’s website or promotional materials, including any quotations, or other inducements issued to the Buyer to purchase the AI Scribe Solution.
      11. No representation or warranty in the Purchasing Document or in the Vendor’s published materials contains any untrue statement of a material fact nor omits to state any material fact necessary to make any of the representations and warranties contained herein or therein not misleading to the Buyer. Without limiting the scope of the foregoing, the Vendor is not aware of any change, event or occurrence that has taken place or is pending that has, or in the foreseeable future could have, a material adverse effect on the ability of the Vendor to carry out its obligations herein or the ability of the Buyer or any Authorized User to use, operate and avail itself of the AI Scribe Solution during the Purchasing Document Term.
  1. **Injunctive and Other Relief**

Vendor acknowledges that breach of any provisions of this Article 4 (Security, Confidential Information and Related Provisions)may cause irreparable harm to the Authorized User or to any third-party to whom the Buyer and any Authorized User owes a duty, and that the injury to the Buyer, Authorized User or to any third-party may be difficult to calculate and inadequately compensable in damages. The Vendor agrees that the Buyer and any Authorized User is entitled to apply to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

* 1. **Court Order**

If the Vendor becomes subject to a court order requiring it to disclose Personal Information or Confidential Information, Vendor will provide the Authorized User with prompt notice to that effect in order to allow Authorized User to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Authorized User and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, Vendor will disclose only that portion of the Authorized User’s Confidential Information which the Vendor is legally compelled to disclose, only to such person or persons to which the Vendor is legally compelled to disclose, and the Vendor shall provide notice to each such recipient (in co-operation with legal counsel for the Authorized User) that such Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Purchasing Document and, if possible, shall obtain each recipient’s written agreement to receive and use such Confidential Information subject to those terms and conditions.

* 1. **Location of Data and IT Security**

In performing the Services, Vendor shall store and process Personal Information and Confidential Information only in Canada or, if outside Canada, with appropriate notice to Authorized User (which shall include a statement that informs Authorized User of their obligation to include this information in their publicly available privacy policy) and compliance with Privacy Statutes and consent where required. Without limiting the foregoing, Vendor will ensure that all data remain under Canadian control and remain physically situate in servers that are located in Canada or, if outside Canada, with appropriate notice to Authorized User (which shall include a statement that informs Authorized User of their obligation to include this information in their publicly available privacy policy) and in compliance with Requirements of Law and consent of Authorized User where required, in a location and with a cloud provider that complies with privacy and security requirements at least as strict as those contained in the Agreement.

* 1. **Return of Data**

Upon termination or expiry of the Purchasing Document, Vendor will immediately return to the Authorized User all Personal Information and Confidential Information that Vendor or its subcontractors maintain in CSV and PDF format or such other format as reasonably requested by authorized user. Immediately following return of data as aforesaid, Vendor will permanently destroy all such Personal Information and Confidential Information and provide Authorized User with written documentation confirming such destruction.

* 1. **Survival**

The provisions of this Article 4 shall survive any termination or expiry of the Purchasing Document.

1. **Rates and Changes**
   1. **Rates**

The Vendor may charge the Buyer no more than the Rates calculated in accordance with the Framework Agreement for the applicable Deliverable. The Buyer shall, subject to the Vendor’s compliance with the provisions of the Purchasing Document, pay the Vendor for the Deliverables provided at the Rates set out in the Purchasing Document.

* 1. **Changes**

1. *Vendor to Comply with Reasonable Change Requests* - The Buyer may, in writing, request changes to the Purchasing Document, which may include altering, adding to, or deleting any of the Deliverables. The Vendor shall comply with all reasonable change requests and the performance of such request shall be in accordance with the terms and conditions of the Purchasing Document. If the Vendor is unable to comply with a change request, it shall promptly notify the Buyer and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the Buyer and the Vendor.
2. *Pricing for Requested Changes -*Where a change includes an increase in the scope of the previously contemplated Deliverables, the Buyer shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request:
3. include pricing for the particular type of goods or services contemplated in the change request, the Vendor shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or
4. are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Buyer and the Vendor within a reasonable period of time.
5. **Payment for Performance and Audit**
   1. **Default Billing and Payment Process**

Unless the Parties expressly set out an alternative billing and payment process in another part of the Purchasing Document, the following process shall govern:

1. the Vendor shall provide the Buyer with a monthly billing statement no later than ten (10) Business Days after the end of each month and that billing statement shall include: (i) the reference number assigned to the Purchasing Document by the Buyer; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the Buyer, identified as separate items
2. billing statements shall be sent to the Buyer address and contact identified in the Purchasing Document or the address as the Buyer may from time to time communicate to the Vendor in writing
3. the Buyer shall approve or reject the billing statement within fifteen (15) Business Days of receipt of the statement and in the event that the Buyer rejects the billing statement, it shall so advise the Vendor promptly in writing and the Vendor shall provide additional information as required by the Buyer to substantiate the billing statement;
4. each billing statement is subject to the approval of the Buyer before any payment is released and payment shall be made within thirty (30) Business Days of such approval;
5. it is acknowledged and agreed that the Buyer may require that the Vendor include additional information in the billing statement, upon notice to the Vendor; and
6. the Buyer may, in its discretion, make payments under the Purchasing Document by way of the following methods:
   1. Direct Deposit and the Vendor shall accept and process any such payments in accordance with the Direct Deposit Protocols; or,
   2. Procurement Card and the Vendor shall accept and process any such payments in accordance with Procurement Card Protocols.

and any paragraph set out above, that is not expressly replaced in another part of the Purchasing Document with an alternative provision, shall remain in full force and effect.

* 1. **Hold Back or Set Off**

The Buyer may hold back payment or set off against payment if, in the opinion of the Buyer acting reasonably, the Vendor has failed to comply with any requirements of the Purchasing Document.

* 1. **No Expenses or Additional Charges**

There shall be no other charges payable by the Buyer under the Purchasing Document to the Vendor other than the Rates established under the Purchasing Document.

* 1. **Payment and Collection of Taxes and Duties**

The Vendor shall pay or charge and remit, as required, all applicable taxes, including excise taxes incurred by or on the Vendor's behalf with respect to the Purchasing Document.

* 1. **Withholding Tax**

The Buyer shall withhold any applicable withholding tax from amounts due and owing to the Vendor under the Purchasing Document and shall remit it to the appropriate government in accordance with applicable tax laws. This section shall survive any termination or expiry of the Purchasing Document.

* 1. **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 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. Payment of interest by the Buyer may be subject to required approvals under the FAA.

* 1. **Document Retention and Audit**

During and for seven (7) years after the Purchasing Document Expiry Date: (a) the Vendor shall maintain all necessary records to substantiate (i) all charges and payments under the Purchasing Document and (ii) that the Deliverables were provided in accordance with the Purchasing Document and with Requirements of Law; and (b) the Vendor shall permit and assist the Buyer in conducting audits of the operations of the Vendor to verify (i) and (ii) above. The Buyer shall provide the Vendor with at least ten (10) Business Days prior notice of its requirement for such audit. The Vendor agrees that Supply Ontario may, on behalf of the Buyer, conduct the audit. The Vendor’s obligations under this section shall survive any termination or expiry of the Purchasing Document.

* 1. **Cap on Total Amount Payable**

Despite anything else in the Purchasing Document, the total amount payable by Buyer to the Vendor under the Purchasing Document shall not exceed the amount specified in the Purchasing Document.

1. **Relationship between Buyer and Vendor; Conflict of Interest; Security Clearance**
   1. **Vendor Not a Partner, Agent or Employee**

The Vendor shall have no power or authority to bind the Buyer and/or any Authorized User or to assume or create any obligation or responsibility, express or implied, on behalf of the Buyer and/or any Authorized User. The Vendor shall not hold itself out as an agent, partner or employee of the Buyer and/or any Authorized User. Nothing in the Purchasing Document shall have the effect of creating an employment, dependent contractor, partnership or agency relationship with the Vendor (or any of the Vendor's Personnel).

* 1. **Responsibility of Vendor**

The Vendor agrees that it is liable for its acts and those of the Vendor's Personnel. This section is in addition to any and all of the Vendor’s liabilities under the Purchasing Document and under the general application of law. The Vendor shall advise these individuals and entities of their obligations under the Purchasing Document and shall ensure their compliance with the applicable terms of the Purchasing Document This section shall survive the termination or expiry of the Purchasing Document.

* 1. **No Subcontracting or Assignment**

The Vendor shall not subcontract or assign the whole or any part of the Purchasing Document or any monies due under it without the prior written consent of the Buyer. Such consent shall be in the sole discretion of the Buyer and subject to the terms and conditions that may be imposed by the Buyer. Without limiting the generality of the conditions which the Buyer may require prior to consenting to the Vendor’s use of a Subcontractor, every contract entered into by the Vendor with a Subcontractor shall adopt all of the terms and conditions of the Purchasing Document as far as applicable to those parts of the Deliverables provided by the Subcontractor. Nothing contained in the Purchasing Document shall create a contractual relationship between the Vendor's Personnel and the Buyer and/or Authorized User.

* 1. **Duty to Disclose Change of Control**

In the event that the Vendor undergoes a change in control, the Vendor shall immediately disclose such change in control to the Buyer and shall comply with any terms and conditions subsequently prescribed by the Buyer resulting from the disclosure.

* 1. **Conflict of Interest**

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Buyer without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Buyer to resolve any Conflict of Interest. The Buyer may immediately terminate the Purchasing Document, upon giving notice to the Vendor where: (i) the Vendor fails to disclose an actual or potential Conflict of Interest; (ii) the Vendor fails to comply with any requirements prescribed to resolve a Conflict of Interest; or (iii) the Vendor’s Conflict of Interest cannot be resolved. This section shall survive any termination or expiry of the Purchasing Document.

* 1. **Security Clearance**

The Vendor shall, upon request from the Buyer, require those Personnel providing Deliverables under the Purchasing Document to submit to security checks and the Vendor may be required to obtain and pay for security clearance. Where such security checks are required, the Buyer will provide information on how the Vendor can obtain them.

The Vendor shall provide to the Buyer, upon request, the names, addresses, dates of birth and consents of its Personnel for whom security checks are required. The Vendor shall designate a chief security officer as the contact for this purpose.

Security clearance may be suspended or revoked if any Person fails to obtain or maintain security clearance or security standards required pursuant to the Purchasing Document. The Vendor shall notify the Buyer of any Personnel changes, behaviours, or circumstances for which security clearance may require reconsideration.

Security clearance is not awarded in perpetuity. The Buyer may perform, or re-perform, security checks against any Person requiring security clearance at any time, and will notify the Vendor of this requirement.

The Buyer may immediately terminate the Purchasing Document if the Vendor fails to comply with the requirements of this section or if any security clearance results received by the Buyer are found, in the sole discretion of the Buyer, to be incompatible with the proper and impartial provision of the Deliverables.

1. **Intellectual Property**
   1. **Title to AI Scribe Solution and Documentation**

The Vendor retains ownership of all Vendor Intellectual Property that the Vendor provides to a Buyer under the Purchasing Document (including the AI Scribe Solution and Documentation). For certainty, the Buyer acknowledges that nothing in the Purchasing Document entitles the Buyer to any Intellectual Property in or to the AI Scribe Solution and Documentation, except the right to access and use the AI Scribe Solution and Documentation in accordance with the terms contained in the Purchasing Document.

* 1. **Buyer** **Intellectual Property**

The Vendor agrees that all Buyer Intellectual Property shall remain the sole property of the Buyer at all times.

* 1. **Buyer Data**

As between the Vendor and the Buyer, the Buyer retains all right, title and interest in and to the Buyer Data. For certainty and without limiting the generality of the definition of “Buyer Data”, all Authorized User'snotes generated from the use of the AI Scribe Solution, including the content contained therein, shall, as between the Vendor and the Buyer, be owned by the Buyer.

* 1. **Newly Created Intellectual Property**

(a) The Buyer shall be the sole owner of any Newly Created Intellectual Property except when a work created in the course of providing the Deliverables is a modification or enhancement to the AI Scribe Solution (including any new feature or other upgrade), in which case the new work is deemed to be the Vendor’s Intellectual Property.

(b) Except as set out in (a) above, the Vendor irrevocably assigns to and in favour of the Buyer and the Buyer accepts every right, title and interest in and to all Newly Created Intellectual Property in the applicable Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Buyer all Moral Rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time.

(c) With respect to any of the Vendor’s Intellectual Property or Third-party Intellectual Property included as part of any Deliverable containing any Newly Created Intellectual Property, the Vendor grants to the Buyer a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty-free, fully paid-up right and licence to use, copy, modify and enhance any such Vendor Intellectual Property and/or Third-party Intellectual Property as part of the Deliverables into which they are incorporated and to permit any such use by others.

* 1. **No Restrictive Materials**

The Vendor shall not incorporate into any Deliverables containing any Newly Created Intellectual Property anything that would restrict the right of the Buyer to modify, further develop or otherwise use the Newly Created Intellectual Property in any way that the Buyer deems necessary, or that would prevent the Buyer from entering into any contract with any contractor other than the Vendor for the modification, further development of or other use of the Newly Created Intellectual Property.

* 1. **Vendor Representation and Warranty Regarding Third-party Intellectual Property**

The Vendor represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-party Intellectual Property rights. The Vendor further represents and warrants that it has obtained assurances with respect to any Vendor’s Intellectual Property and Third-party Intellectual Property that any Moral Rights associated therewith have been waived.

* 1. **Assurances Regarding Moral Rights**

At the request of the Buyer, at any time or from time to time, the Vendor shall execute and agrees to cause the Vendor’s Personnel to execute an irrevocable written waiver of any Moral Rights in any Newly Created Intellectual Property contained in a Deliverable in favour of the Buyer (or in favour of such entity as directed by the Buyer), such waiver to be in a form acceptable to the Buyer, and which waiver may be invoked without restriction by any person authorized by the Buyer to use the Newly Created Intellectual Property. The Vendor shall deliver such written waiver(s) to the Buyer within ten (10) Business Days of the receipt of the request from the Buyer.

* 1. **Copyright Notice**

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

© [insert name of Buyer]

* 1. **Further Assurances Regarding Copyright**

At the request of the Buyer, at any time or from time to time, the Vendor shall execute and agrees to cause the Vendor’s Personnel to execute, a written assignment of copyright in the Newly Created Intellectual Property to the Buyer in a form acceptable to the Buyer. The Vendor shall deliver such written assignment(s) to the Buyer within ten (10) Business Days of the receipt of the request from the Buyer. The Vendor shall assist the Buyer in preparing any Canadian copyright registration that the Buyer considers appropriate. The Vendor will obtain or execute any other document reasonably required by the Buyer to protect the Intellectual Property of the Buyer.

* 1. **Buyer** **May Prescribe Further Compliance**

The Buyer reserves the right to prescribe the specific manner in which the Vendor shall perform its obligations relating to this Article.

* 1. **Remedies**

If any performance, exercise of rights or licences, use or disposal by the Buyer is held, or is likely, in the reasonable opinion of the Buyer, to be held to constitute an infringement, inducement of infringement or violation of any Intellectual Property, and the performance, exercise of rights or licences, use or disposal is enjoined or threatened to be enjoined or held or threatened to be held improper by way of declaration, then without prejudice to any other rights and remedies as may be available to any of the Indemnified Parties under the Purchasing Document, or at law or in equity, the Vendor shall, at its expense, either (at its sole discretion, provided that the election is not inconsistent with any obligation of the Vendor under the Purchasing Document):

* + 1. obtain the rights and waivers as are necessary so that the performance, exercise of rights or licences, use or disposal becomes non-infringing or non-violating; or
    2. replace or modify the Deliverables so that the infringing or violating portion no longer infringes or violates (without any loss of quality or functionality of the Deliverables) to the Buyer’s satisfaction;

and shall make every reasonable effort to correct the situation with minimal effect upon the operations of the Buyer. If neither of the alternatives in subsections (a) and (b)aboveis reasonably available, Supply Ontario may terminate all or any part of the Purchasing Document without further obligation or liability to the Vendor and, without prejudice to any other rights and remedies as may be available to any of the Indemnified Parties under the Purchasing Document, or at law or in equity, the Vendor shall refund to the Buyer all amounts paid with respect to the Deliverables or anything supplied that infringes.

* 1. **Survival**

The obligations contained in this Article shall survive the termination or expiry of the Purchasing Document.

1. **Accessibility and Occupational Health and Safety Act Requirements**
   1. **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. For certainty, the Vendor must meet the applicable requirements under the *Integrated Accessibility Standards* Regulation or as directed by the Buyer.

* 1. **Compliance with Occupational Health & Safety Act**

The Vendor must ensure that any Subcontractor hired by the Vendor works in accordance with the Occupational Health and Safety Act, R.S.O. 1990, c. O.1 (OHSA) and its regulations and any applicable site-specific health and safety requirements. The Vendor acknowledges that it is the Employer of the Subcontractor. The Vendor shall include in any of its agreements with its Subcontractors, the ability to terminate the Subcontractor for non-compliance with OHSA or its regulations, with the rules and policies of the Vendor or for failing to protect the safety of its workers.

The Buyer may stop the work where the Vendor fails to comply with OHSA or its regulations and an immediate danger to worker health and safety is observed. Failure or refusal by the Vendor to correct the observed violation, or willful or repeated non-compliance may result in termination of the Purchasing Document.

1. **Representations and Warranties**
   1. **General Representations and Warranties of the Vendor**

The Vendor makes the following representations and warranties to the Buyer and acknowledges that the Buyer is relying upon them:

1. on the Purchasing Document Effective Date, the Vendor is a qualified vendor under the Vendor of Record Arrangement and is authorized by Supply Ontario to offer for sale the Deliverables to the Buyer;
2. the execution, delivery and performance of the Purchasing Document has been or will be duly authorized and constitutes a legal, valid and binding agreement of the Vendor enforceable in accordance with its terms;
3. their representatives have the authority to legally bind them to the extent permissible by the Requirements of Law; and
4. the Buyer is entitled to use the Deliverable without disturbance or interference and there is no agreement with any other person which would or will in any way disturb or interfere with the rights of the Buyer under the Purchasing Document.
   1. **Performance Warranty**

The Vendor represents and warrants that the Deliverables:

1. shall be provided fully and diligently in a professional and competent manner by Persons qualified and skilled in their occupations;
2. shall be provided in accordance with the Purchasing Document, Industry Standards, and Requirements of Law;
3. conform and meet or exceed, and shall be maintained and supported to conform and meet or exceed, the Specifications and the Service Level Agreements; and
4. will not include any open source components that, when the Deliverable is accessed or used, will adversely impact the rights and interests of the Buyer or any Authorized Userin their respective technology or data (for example, by causing loss of ownership rights to any of its proprietary technology or data, or requiring the granting of licences or usage rights to third parties).
   1. **Third Party Warranties**

Without limiting any representations and warranties provided by the Vendor in the Purchasing Document, in respect of any Deliverable where warranties are additionally provided by a third party, the Vendor assigns to the Buyer, without reservation, all of the Vendor’s rights, but none of the Vendor’s obligations, under all warranties provided by the third party. The Buyer shall have the right to take any action it deems appropriate to enforce such warranties. If the Buyer is precluded from enforcing any such warranty in its name or the Vendor cannot assign such warranty to the Buyer, the Vendor shall, upon the Buyer’s request, take such steps to enforce such warranty as the Buyer may request. The Buyer’s rights under this section are in addition and without limitation to its rights and remedies under any other applicable service or warranty agreement with any other Person.

* 1. **General Representations and Warranties of the Buyer**

The Buyer makes the following representations and warranties to the Vendor and acknowledges that the Vendor is relying upon them:

1. the execution, delivery and performance of the Purchasing Document has been or will be duly authorized and constitutes a legal, valid and binding agreement of the Buyer enforceable in accordance with its terms; and
2. their representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
3. **FOI Legislation**

Where the Buyer is subject to FOI Legislation, this section shall apply.

FOI Legislation applies to and governs all Records and may require the disclosure of such Records to third parties. The Vendor agrees:

1. to keep Records secure;
2. to provide Records to the Buyer within seven (7) calendar days of being directed to do so by the Buyer for any reason including an access request or privacy issue;
3. to implement other specific security measures that, in the reasonable opinion of the Buyer, would improve the adequacy and effectiveness of the Vendor's measures to ensure the security and integrity of Records generally; and
4. that any information, including confidential information supplied by the Vendor to the Buyer is subject to FOI Legislation and may be disclosed by the Buyer where it is obligated to do so under FOI Legislation by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this section shall prevail over any inconsistent provisions in the Purchasing Document.

This Article shall survive the termination or expiry of the Purchasing Document.

1. **Indemnity**
   1. **No Indemnity by the Buyer**

Notwithstanding anything else in the Purchasing Document, any express or implied reference in any document (including subcontracts) to the Buyer providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Buyer, whether at the time of execution of the Purchasing Document or at any time during the Purchasing Document Term, shall be void and of no legal effect.

* 1. **Intellectual Property Rights Indemnity**

Despite Section 13.02 (Vendor’s Limitation for Damages), the Vendor shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, for any actual or possible infringement, inducement of infringement, misappropriation or violation of any Intellectual Property or infringement of any Moral Rights arising out of or in connection with:

(a) the Deliverables (including the provision, use or disposal of the Deliverables);

(b) the failure of the Vendor or the Vendor’s Personnel to perform the Vendor’s obligations pursuant to Moral Rights waivers; or

(c) the exercise of any rights, licences or permissions under the Purchasing Document by any Indemnified Parties or by any persons authorized in or under the Purchasing Document to exercise any such rights, licences or permissions, including Authorized Users.

* 1. **Confidentiality and Privacy Indemnity**

Despite Section 13.02 (Vendor’s Liability for Damages), the Vendor shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted arising out of or in connection with a breach of confidentiality or privacy, including a breach of Article 4 (Security, Confidential Information and Related Provisions) or Schedule “I” (Mandatory Provisions Schedule).

* 1. **Vendor’s General Indemnity**

The Vendor shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by the Vendor or the Vendor’s Personnel in the course of the performance of the Vendor’s obligations under the Purchasing Document or otherwise in connection with the Purchasing Document.

* 1. **Vendor Participation in Proceedings**

The Vendor shall, at its expense, to the extent requested by the Buyer, participate in or conduct the defence of any Proceeding against any Indemnified Parties and any negotiations for their settlement. The Buyer may elect to participate in or conduct the defence of any such Proceeding by notifying the Vendor in writing of such election without prejudice to any other rights or remedies of the Buyer under the Purchasing Document, at law or in equity. Each party participating in the defence shall do so by actively participating with the other’s counsel. The Vendor shall not enter into any settlement unless it has obtained the prior written approval of the Buyer. If the Vendor is requested by the Buyer to participate in or conduct the defence of any such Proceeding, the Buyer agrees to co-operate with and assist the Vendor to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Buyer conducts the defence of any such Proceedings, the Vendor agrees to co-operate with and assist the Buyer to the fullest extent possible in the Proceedings and any related settlement negotiations.

* 1. **Survival**

This Article shall survive the termination or expiry of the Purchasing Document.

1. **Limitations of Liability**
   1. **Categories of Damages**

For the purposes of this Article, direct damages are those damages that fall within the scope of subsection (a) or (b) below, or both:

(a) damages that arise naturally from breach of the Purchasing Document itself or that are reasonably contemplated at the time the parties enter into the Purchasing Document as being the probable consequences of breach of the Purchasing Document, but exclude those damages that, in order to be reasonably contemplated, require knowledge of special circumstances, which are not known to both parties at the time the parties enter into the Purchasing Document;

(b) damages that are reasonably foreseeable as being the probable consequences of a tort that falls within the scope of the Purchasing Document, subject to any express limitation or negation of the tort duty, or of the right to sue in tort, set out in the Purchasing Document.

For the purposes of this Article, all damages of any type whatsoever that fall within the scope of the Purchasing Document, which are not direct damages, are categorized as indirect damages.

* 1. **Vendor's Liability for Damages**

Subject to Section 13.03 (Property Damage, Bodily Injury (Including Death) or Personal Injury (Vendor’s Liability)) and Section 13.04 (Exception (Vendor’s Liability)), if circumstances arise where the Buyer and/or any Authorized User is entitled to recover from the Vendor damages arising in the course of the performance of the Vendor's obligations under the Purchasing Document or arising otherwise in connection with the Purchasing Document, the Vendor's liability under the Purchasing Document for direct damages shall not exceed the amount specified in Item NOET1 on the first page of this Schedule.

Subject to Section 13.03 (Property Damage, Bodily Injury (Including Death) or Personal Injury (Vendor’s Liability)) and Section 13.04 (Exception (Vendor’s Liability)), the Vendor shall have no liability for indirect damages in respect of the Purchasing Document.

* 1. **Property Damage, Bodily Injury (Including Death) or Personal Injury (Vendor’s Liability)**

The limitations of liability in Section 13.02 (Vendor's Liability for Damages) shall not apply in respect of damages for any property damage, bodily injury (including death) or personal injury.

* 1. **Exception (Vendor’s Liability)**

The limitation of liability in Section 13.02 (Vendor's Liability for Damages) shall not apply where the Buyer and/or Authorized User would be entitled to recover from the Vendor under: (a) any express exceptions in the Purchasing Document to Section 13.02 (Vendor's Liability for Damages); or (b) the indemnity under Sections 12.02 (Intellectual Property Rights Indemnity) or 12.03 (Confidentiality and Privacy Indemnity).

* 1. **Buyer’s Liability for Damages**

Subject to Section 13.06 (Property Damage, Bodily Injury (including Death) or Personal Injury (Buyer’s Liability)) and subject to Section 13.07 (Exception (Buyer’s Liability)), if circumstances arise where the Vendor is entitled to recover damages from the Buyer, the Buyer’s liability to the Vendor under the Purchasing Document for direct damages shall not exceed the amount specified in Item NOET2 on the first page of this Schedule.

Subject to Section 13.06 (Property Damage, Bodily Injury (Including Death) or Personal Injury (Buyer’s Liability)) and Section 13.07 (Exception (Buyer’s Liability)), the Buyer shall have no liability for indirect damages in respect of the Purchasing Document.

* 1. **Property Damage, Bodily Injury (Including Death) or Personal Injury (Buyer’s Liability)**

The limitations of liability in Section 13.05 (Buyer’s Liability for Damages) shall not apply in respect of damages for any property damage, bodily injury (including death) or personal injury.

* 1. **Exception (Buyer’s Liability)**

The limitation of liability in Section 13.05 (Buyer's Liability for Damages) shall not apply where the Vendor would be entitled to recover from the Buyer under: (a) any express exceptions in the Purchasing Document to Section 13.05 (Buyer's Liability for Damages); or (b) any infringement, inducement of infringement, or misappropriation of the Vendor’s Intellectual Property Rights or infringement of any Moral Rights.

* 1. **Survival**

The provisions of this Article shall survive termination or expiry of the Purchasing Document.

1. **Insurance**
   1. **Vendor’s Insurance**

The Vendor agrees that it has and will continue to have in effect during the Purchasing Document Term, at its own cost and expense, the insurance referenced in the Framework Agreement.

The Vendor represents and warrants that the insurance required under the Framework Agreement covers the Buyer as an “Additional Insured”.

The obligations contained in this section shall survive the termination or expiry of the Purchasing Document.

* 1. **Proof of Insurance**

The Vendor shall, if requested by the Buyer, provide the Buyer with certificates of insurance or other proof that confirms the insurance coverage as provided for in Section 14.01 (Vendor’s Insurance), and renewal replacements on or before the expiry of any such insurance. Upon the request of the Buyer, a copy of each insurance policy shall be made available to it. The Vendor shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract for the provision of the Deliverables.

* 1. **Proof of WSIA Coverage**

If the Vendor is subject to the WSIA, it shall provide the Buyer with a valid clearance certificate of WSIA coverage if requested by the Buyer. The Vendor covenants and agrees to pay when due, and to ensure that each of its Subcontractors pays when due, all amounts required to be paid by it/its Subcontractors, from time to time during the Purchasing Document Term, under the WSIA, failing which the Buyer shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Purchasing Document or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Vendor or its Subcontractors and to deduct such amount from any amount due and owing from time to time to the Vendor together with all costs incurred in connection therewith.

* 1. **Survival**

The obligations contained in this Article shall survive the termination or expiry of the Purchasing Document.

1. **Term, Extension and Termination**
   1. **Purchasing Document Term**

The Purchasing Document shall be in effect for the Purchasing Document Term.

The Purchasing Document Expiry Date can be a date that is up to thirty-six (36) months past the end of the Framework Agreement Expiry Date. Despite anything to the contrary in the Purchasing Document, the Purchasing Document Expiry Date shall be deemed to be the earlier of: (a) the Purchasing Document Expiry Date set out in the Purchasing Document; and (b) the date that is thirty-six (36) months after the Framework Agreement Expiry Date. This section shall survive the termination or expiry of the Framework Agreement.

* 1. **Extension of Procurement Document Term**

The Buyer shall have the option, in its sole discretion, to extend the Purchasing Document on the same terms and conditions (excluding any option to further extend this Purchasing Document during the extension period) for an additional period as may be specified in the Purchasing Document (if no period is specified, the extension period shall be twelve (12) months), provided the Framework Agreement Expiry Date cannot exceed the period referenced in Section 15.01 (Purchasing Document Term). The option to extend the Purchasing Document shall be exercisable by the Buyer upon five (5) business days written notice to the Vendor before the expiry of the Purchasing Document Expiry Date.

* 1. **Immediate Termination of Purchasing Document**

The Buyer may immediately terminate the Purchasing Document upon giving notice to the Vendor where:

1. the Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor’s insolvency;
2. the Vendor is suspended by Supply Ontario from the Vendor of Record Arrangement;
3. the Framework Agreement is terminated by Supply Ontario;
4. the Vendor, prior to or after executing the Purchasing Document, makes a material misrepresentation or omission or provides materially inaccurate information to the Buyer and/or Authorized User;
5. the Vendor undergoes a change in control which adversely affects the Vendor’s ability to satisfy some or all of its obligations under the Purchasing Document;
6. the Vendor subcontracts for the provision of part or all of the Deliverables or assigns the Purchasing Document without first obtaining the written approval of the Buyer;
7. the Vendor’s acts or omissions constitute a substantial failure of performance.
8. the Vendor breaches any representations and warranties;
9. the Vendor breaches any provision in Article 4 (Security, Confidential Information and Related Provisions);
10. the Vendor breaches Section 7.05 (Conflict of Interest);
11. the Vendor breaches any provision in Section 7.06 (Security Clearance);
12. the Vendor breaches any provision in Article 11 (FOI Legislation); or
13. the Vendor breaches any provisions of Schedule “I” (Mandatory Provisions Schedule) of the Framework Agreement.
    1. **Dispute Resolution by Rectification Notice**

Subject to the above section, where the Vendor fails to comply with any of its obligations under the Purchasing Document, the Buyer may issue a rectification notice to the Vendor setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Vendor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Buyer. If the Vendor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Buyer may immediately terminate the Purchasing Document. Where the Vendor has been given a prior rectification notice, the same subsequent type of non-compliance by the Vendor shall allow the Buyer to immediately terminate the Purchasing Document.

* 1. **Termination on Notice**

The Buyer reserves the right to terminate the Purchasing Document, without cause, upon thirty (30) calendar days prior notice to the Vendor.

* 1. **Vendor’s Obligation on Termination or Expiry**

On termination or expiry of the Purchasing Document, the Vendor shall:

1. provide the Buyer with a report detailing: (i) the current state of the provision of Deliverables by the Vendor under the Purchasing Document at the date of expiry or termination; and (ii) any other information requested by the Buyer pertaining to the provision of Deliverables and performance of the Purchasing Document;
2. promptly return all Data in accordance with Section 4.08 (Return of Data);
3. execute such documentation as may be required by the Buyer to give effect to the termination or expiry of the Purchasing Document; and
4. comply with any other instructions provided by the Buyer, including, but not limited to, instructions for facilitating the transfer of its obligations to another Person.

This section shall survive any termination or expiry of the Purchasing Document.

* 1. **Payment Upon Termination**

On termination of the Purchasing Document, the Buyer shall only be responsible for the payment of the Deliverables provided under the Purchasing Document up to and including the effective date of any termination provided that those Deliverables have been accepted by the Buyer. Termination shall not relieve the Vendor of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Buyer may hold back payment or set off against any payments owed if the Vendor fails to comply with its obligations on termination. This section shall survive any termination or expiry of the Purchasing Document.

1. **Procurement Information**
   1. **Supply Ontario’s Right to Procurement Information**

The Vendor shall provide to Supply Ontario, if and when requested, any procurement-related information relating to the Purchasing Document, including:

1. the amount paid by the Buyer under the Purchasing Document; and
2. unredacted copies of the Purchasing Document.

For certainty, the Vendor shall not withhold the procurement information requested under this section on the basis that the information is confidential to the Vendor or the Buyer and/or Authorized User. This section shall survive the termination or expiry of the Purchasing Document.

* 1. **Open Data**

To the extent the Buyer is subject to Ontario’s Digital and Data Directive or its own open data policy, it is the Buyer’s intention 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 or its own open data policy, such as for privacy, confidentiality, security, legal or commercially-sensitive reasons. This section shall survive the termination or expiry of the Purchasing Document.

1. **General Terms and Conditions**
   1. **No Use of Buyer Insignia**

The Vendor shall not use any insignia or logo of the Buyer except where required to provide the Deliverables, and only if it has received the prior written permission to do so.

* 1. **Promotion Restrictions**

Any publicity or publications related to Purchasing Document shall be at the sole discretion of the Buyer. The Buyer may, in its discretion, acknowledge that the Vendor is a vendor under the Vendor of Record Arrangement. The Vendor shall not make use of its association with the Buyer without the prior written consent of the Buyer. Without limiting the generality of this section, the Vendor shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Purchasing Document, unless it has first obtained the express written authorization to do so by the Buyer.

* 1. **Contract Binding**

The Purchasing Document shall enure to the benefit of and be binding upon the Parties thereto and their successors, executors, administrators and their permitted assigns.

* 1. **Changes by Written Amendment Only**

Any changes to the Purchasing Document shall be by written amendment signed by the Parties.

* 1. **Entire Agreement**

The Purchasing Document embodies the entire agreement between the Parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the Parties at the date of execution of the Purchasing Document.

* 1. **Severability**

If any term or condition of the Purchasing Document, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Purchasing Document, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

* 1. **Interpretive Value of Headings**

The headings in the Purchasing Document are for convenience of reference only and in no manner modify, interpret or construe the Purchasing Document.

* 1. **Force Majeure**

No Party shall (i) be liable for Losses, (ii) lose any rights hereunder, or (iii) be deemed to be in breach of the Purchasing Document for any delay or failure to perform its obligations under the Purchasing Document where such delay or failure is caused by an event beyond its reasonable control. An event shall not be considered beyond one’s reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Purchasing Document would have put in place contingency plans to either materially mitigate or negate the effects of such event.

Without limiting the generality of the foregoing, force majeure events shall include, but are not limited to, natural disasters, pandemics, acts of war, insurrection, and terrorism but shall not include shortages or delays relating to supplies or services.

If a Party seeks to excuse itself from its obligations under the Purchasing Document due to a force majeure event, that party shall (i) immediately notify the other party in writing of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance; and (ii) within five (5) Business Days of providing notice of such delay or non-performance, provide a written plan to the other party setting out strategies to minimize the event’s impact and reduce delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Purchasing Document by giving notice of termination.

* 1. **Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email. Notice to the Buyer shall be addressed to the Buyer Address to the attention of the Buyer Representative as set out in the Purchasing Document. Notices to the Vendor shall be addressed to the Vendor Address to the attention of the Vendor Representative as set out in the Purchasing Document. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email, one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or email. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this section.

* 1. **Currency**

All references to currency in the Purchasing Document shall be to Canadian dollars.

* 1. **Governing Law**

The Purchasing Document shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

* 1. **Vendor Obligations Not Limited to Purchasing Document**

The express rights and remedies of the Buyer and obligations of the Vendor set out in the Purchasing Document are in addition to and shall not limit any other rights and remedies available to the Buyer or any other obligations of the Vendor at law or in equity.