These Articles of Agreement are made as of the *(insert date) day of (insert month), (insert year)*

between

**Her Majesty the Queen in right of Canada, as represented by Chief of Defence Staff**

# in his Non-Public property capacity through

# (insert Canadian Forces Morale and Welfare Services or Canadian Forces (Base/Wing/Unit name as appropriate)

(referred to in the contract as "Her Majesty")

and

**(Insert name, title and legal status and full, current mailing address of Contractor)**

(referred to in the contract as the “Contractor”)

Her Majesty and the Contractor agree as follows:

**1. Contract**

* 1. The following documents and any amendments relating thereto form the contract between Her Majesty and the contractor:

1.1.1 these Articles of Agreements;

* + 1. the Statement of Work at Annex “A”;
    2. The document attached hereto as Annex "B" entitled "General Conditions – Services”

1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

**2. Security – Unclassified**

* 1. This requirement is Unclassified and no classified information is involved.

**3. Date of Completion of Work and Description of Work**

* 1. The Contractor shall between *(insert date)* day of *(insert month), (insert year)*and *(insert date)* day of *(insert month), (insert year)*perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work at Annex A.

**4. Contractor’s Duties and Obligations**

* 1. The Contractor will provide the specified services to the CFMWS/Canadian Forces Base (insert location) in a diligent, efficient, and professional manner. In providing the services, the Contractor understands and agrees to:

1. comply with all rules and regulations governing the use of both Non-public property and DND property, facilities and equipment;
2. comply with all rules, regulations, and signs dealing with access to the CFMWS/Canadian Forces Base (insert location)and all facilities included thereon;
3. be solely responsible for compliance with all rules and regulations covering any personal injury or disability incurred while performing services for the CFMWS/Canadian Forces Base (insert location);
4. be solely responsible for the payment of any and all taxes and other statutory deductions or payments applicable to the agreed fee; and
5. deal with the public in a friendly, courteous and professional manner.

**5. Contract Amount**

* 1. Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:
  2. A sum not to exceed (insert amount)per annual year, plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST) as applicable, for a period of xx years,for a total of   
     (insert amount)pursuant to this contract.
  3. No increase in the total liability of Her Majesty or in the price of the Work resulting from any design changes, modifications or interpretations of the specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of the Crown to be exceeded without the prior written approval of the Contracting Authority. The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:

a. it is 95 percent committed, or

b. if the Contractor considers that the funds provided are inadequate for the completion of the Work,

whichever comes first.

5.4 In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Her Majesty's liability.

5.5 GST/HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST/HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST/HST paid or due.

**6. Method of Payment**

6.1 Payment by Her Majesty to the Contractor for the work shall be made within

6.1.1 thirty (30) days following the date on which all of the Work has been delivered at the delivery point specified in the Contract, not the ultimate destination, and all other Work required to be performed by the Contractor under the terms of the Contract has been completed; or

6.1.2 thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract;

whichever date is the later.

**Invoices are to be submitted to:**

Address:

Attention:

Tel:

Fax:

**7. Time Verification**

7.1 Time charged and the accuracy of the Contractor's time recording system may be verified by Her Majesty’s representatives before or after payment is made to the Contractor under the terms and conditions of this article of agreement. If verification is done after payment, the Contractor agrees to repay any overpayment immediately upon demand by Her Majesty.

**8. Disbursements – Cost Reimbursable (if applicable)**

8.1 The Contractor will be paid its disbursements reasonably and properly incurred in the performance of the Work, without any allowance for overhead or profit.

8.2 This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, employment Insurance, Workers' Compensation, or Income Tax.

**9. Supplemental Invoicing Instructions**

9.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments for applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip. To comply with this requirement, contractors are required to provide the following information on each invoice:

9.1.1 the legal name of the entity or individual, as applicable, i.e., the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;

9.1.2 the status of the contractor, i.e., individual, unincorporated business, or corporation;

9.1.3 for individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number;

9.1.4 for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and,

9.1.5 the following certification signed by the Contractor or an authorized officer.

"I certify that I have examined the information provided above, including the legal name, address, and Revenue Canada identifier, (c) or (d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

**10. Conflict of Interest**

* 1. It is a term of this contract that any persons engaged in the course of this contract and subsequent to it shall conduct themselves in manner such that there is not and will not be any conflict arising from competing or opposing interest of other clients of the contractor. Should an interest be acquired during the life of the contract that would cause a conflict of interest, the Contractor shall declare it immediately to Her Majesty.

# 11. Appropriate Law

* 1. This contract shall be governed by and construed in accordance with the laws in force in the province of (insert name of province).

**12. CFMWS/Canadian Forces Base Representative**

12.1 The Project/Technical Authority named below is the representative of the CFMWS/Canadian Forces Base (insert location) for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Project/Technical Authority:

Title:

Name:

Tel:  Email:

* + 1. The Contracting Authority below must authorize any changes to the Contract in writing. The contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Contracting Authority:

Title:

Name:

Tel:  Email:

## 13. Insurance Requirements

13.1 The Contractor shall provide, at the Contractor sole cost and expense, proof, satisfactory to Her Majesty, as represented by the CDS in his non-public capacity, the following property and liability insurance:

i.          Comprehensive general liability insurance covering liability for personal injury, bodily injury, death and/or damage to the Property of others;

ii.          All risks with liability coverage equivalent to or better than the Insurance Bureau of Canada's standard all risks wording, in respect of all of loss or damage to property of Her Majesty; and

13.2 The insurance purchased by the Contractor shall:

i.          Have limits of not less than two million dollars ($2,000,000.00) (In some cases 2M will not be sufficient. This is a business decision as to which amount the Manager, in consultation with the Accounting Office, requires) in respect of any one (1) accident or occurrence;

ii.          Name the Contractor and Her Majesty in Her Non-Public Property capacity as an additional loss payee(s) as its interest may appear.

13.3 A Failure to provide proof of insurance as set out in 13.1 will constitute an event of default under the contract. The insurance requirements do not release the Contractor from or reduce its liability under the Contract.

## 14. Protection of Personal Information

* 1. The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Her Majesty may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

This contract has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada, as represented by the Chief of Defence Staff in his Non-Public property capacity, by their duly authorized officers.

**Her Majesty the Queen in right of Canada, as**

**represented by the Chief of Defence Staff in his Non-**

**Public property capacity through** **(insert Canadian Forces Morale and Welfare Services or Canadian Forces (Base/Wing/Unit name as appropriate)**

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WITNESS** ***Insert name & title of signing officer***

**Name;**

**Address:**

***If Contractor is a corporation:***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insert name of corporation/partnership/sole proprietorship

*I have authority to bind the corporation/*

*partnership/sole proprietorship.*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(seal)\_\_*

**WITNESS *Insert name and title of duly***

**Name: *authorized signing officer***

**Address:**

**OR: *If Contractor a private individual:***

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

**WITNESS** ***Insert name of Contractor,***

**Name:** **GST/HST No.:**

**Address:** **CONTRACTOR**

**Distribution of copies: 1. Independent Contractor**

1. **Responsible Manager**
2. **NPP Accounting Office**
3. **NPF Human Resource Office**

ANNEX “A”

**STATEMENT OF WORK**

**Background**

**Objectives**

**Scope**

**Location of Work**

**Period of Performance**

**Tasks**

**Deliverables**

**Constraints**

**Applicable Standards**:

**Contractor qualifications**

**Applicable documents**

**Special Requirements**

**Supplied Material, Equipment, Facilities and Data**

**Process reporting**

**Acceptance criteria**

**Project authority**

**Technical / Functional Authority**

**Warranty**

**ANNEX “B”**

| **General Conditions - Services** |
| --- |
| 01 Interpretation  02 Powers of Canada  03 Status of the Contractor  04 Conduct of the Work  05 Subcontracts  06 Time of the Essence  07 Excusable Delay  08 Inspection and Acceptance of the Work  09 Invoice Submission  10 Taxes  11 Payment Period  12 Interest on Overdue Accounts (OR, Not Applicable)  13 Audit  14 Compliance with Applicable Laws  15 Confidentiality  16 Copyright  17 Liability and Indemnification  18 Government Property  19 Amendment  20 Assignment  21 Suspension of the Work  22 Default by the Contractor  23 Termination for Convenience  24 Right of Set-off  25 Conflict of Interest and Values and Ethics Codes for the Public Service, NPF Values and Ethics Policy  26 No bribe or Conflict  27 Contingency Fees  28 International Sanctions  29 Harassment in the Workplace  30 Entire Agreement  **1. Interpretation**  In the Contract, unless the context otherwise requires:  "Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;  "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the  Queen in right of Canada as represented by Chief of Defence Staff in his Non-Public property capacity through the Canadian Forces Morale and Welfare Services *or* Canadian Forces (*Base/Wing/Unit name as appropriate*)  "Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;  "Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;  "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;  "Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;  "Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;  "Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;  "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.  **2. Powers of Canada**  All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.  **3. Status of the Contractor**  The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its  employees.  **4. Conduct of the Work**  1. The Contractor represents and warrants that:  (a) it is competent to perform the Work;  (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and  (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.  2. The Contractor must:  (a) perform the Work diligently and efficiently;  (b) except for Government Property, supply everything necessary to perform the Work;  (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;  (d) select and employ a sufficient number of qualified people;  (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;  (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.  **5. Subcontracts**  The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise.  **6. Time of the Essence**  It is essential that the Work be performed within or at the time stated in the Contract.  **7. Excusable Delay**  1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:  (a) is beyond the reasonable control of the Contractor;  (b) could not reasonably have been foreseen;  (c) could not reasonably have been prevented by means reasonably available to the Contractor; and  (d) occurred without the fault or neglect of the Contractor,  will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.  2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.  3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.  4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.  **8. Inspection and Acceptance of the Work**  All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.  **9. Invoice Submission**  1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.  2. Invoices must show:  (a) the date, the name and address of the organization, item or reference numbers, deliverable and/or description of the Work, contract number,  (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);  (c) deduction for holdback, if applicable;  (d) the extension of the totals, if applicable; and  (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.  3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.  4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.  **10. Taxes**  1. Municipal Taxes  Municipal Taxes do not apply.  2. Provincial Taxes  (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:  (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:  Prince Edward Island OP-10000-250  Manitoba 390-516-0  (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.  (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.  (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.  (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.  3. Changes to Taxes and Duties  If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.  4. GST or HST  The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.  5. Tax Withholding of 15 Percent  Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.  **11. Payment Period**  1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 12.  2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.  **12.** **Interest on Overdue Accounts (OR, Not Applicable)**  1. For the purpose of this section: (OR, Not Applicable)  "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made; (OR, Not Applicable)  "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association; (OR, Not Applicable)  "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract; (OR, Not Applicable)  an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract. (OR, Not Applicable)  2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. (OR, Not Applicable)The Contractor is not required to provide notice to Canada for interest to be payable. (OR, Not Applicable)  3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments (OR, Not Applicable).  **13. Audit**  The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.  **14. Compliance with Applicable Laws**  1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may  reasonably request.  2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.  **15. Confidentiality**  1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.  2. Subject to the [*Access to Information Act*](http://laws-lois.justice.gc.ca/eng/acts/A-1/) , R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.  3.The obligations of the Parties set out in this section do not apply to any information where the same information:   * 1. is publicly available from a source other than the other Party; or   2. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or   3. is developed by a Party without use of the information of the other Party.   **16. Copyright**  1. Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada, as represented by the CDS in his non-public capacity (year) or © Sa Majesté la Reine du chef du Canada, telle que représentée par le CEMD en sa qualité de responsable des BNP (année).   1. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [*Copyright Act*](http://laws-lois.justice.gc.ca/eng/acts/C-42/index.html)*,* R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.   **17. Liability and Indemnification**  1. The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. The Contractor will indemnify and save harmless the Canadian Forces Morale and Welfare Services, the Base/Wing/Unit, the Staff of the Non-Public Funds, and Her Majesty the Queen in Right of Canada, their officers, servants, agents, and employees, from and against all claims and demands, loss, costs, damages, actions, causes of action, suits or other proceedings by whomsoever made, brought, or prosecuted in a manner, related to any loss, property damage, personal injury or death, resulting from, occasioned by or attributable in any way to the Contractor’s performance of the services pursuant to this Contract.  2. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party.  3. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement.  **18. Government Property**  The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.  **19. Amendment**  To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.  **20. Assignment**  1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.  2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.  **21. Suspension of the Work**  The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.  **22. Default by the Contractor**  1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the  Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the  satisfaction of the Contracting Authority within that cure period.  2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.  3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.  **23. Termination for Convenience**  1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract.  Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor  must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.  2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:  (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination  in accordance with the instructions contained in the termination notice;  (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and  (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.  3. Canada may reduce the payment in respect of any part of the Work, if upon inspection; it does not meet the requirements of the Contract.  4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of  profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to  Canada the portion of any advance payment that is unliquidated at the date of the termination.  **24. Right of Set-off**  Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.  **25. Conflict of Interest and Values and Ethics Codes for the Public Service**  The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, NPF Conflict of Interest Policy and Values and Ethics Policy, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.  **26. No Bribe or Conflict** 1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently. **27. Contingency Fees**  The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the  Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the  Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).  **28. International Sanctions**  1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](http://www.international.gc.ca/sanctions/index.aspx?lang=eng).  2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.  3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 22.  **29. Harassment in the Workplace**  1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on Harassment Prevention and Resolution which is also applicable to the Contractor, is available on the Canadian Forces Morale and Welfare Services website.  2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.  **30. Entire Agreement**  The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract. |