

**EFFECTIVE DATE: February 11, 2025**

These standard terms and conditions (the “Terms and Conditions”) apply to all Work (as defined herein) described in any “Purchase Order” dated after the Effective Date referred to immediately above (each, the “**Purchase Order**”). Together the provisions of the Purchaser Order and the Terms and Conditions constitute a legal and binding agreement between the District of Nipissing Social Services Administration Board (the “**Purchaser**”) and the Vendor identified on the Purchase Order (the “**Agreement**”).

The Purchaser and the Vendor are hereinafter referred to from time to time individually as a (“**Party**”) and collectively as (the “**Parties**”).

**IN CONSIDERATION** of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Work**

- (a) **Work.** The Vendor will perform and supply the services, goods, material, equipment, and/or end product (the “**Work**”) described in the Purchase Order.
- (b) **Delivery Date and Place.** The Work shall be delivered on the date and place specified on the Purchase Order. Any changes to the delivery date and delivery place shall be made by an Amendment
- (c) **Delay.**
  - (i) If the Vendor is delayed in the performance of the Work by an act or omission of the Purchaser, contrary to the provisions of the Purchase Order and Agreement, then the Delivery Date shall be extended for such reasonable time as the Purchaser and the Vendor shall mutually agree by way of an amendment.
  - (ii) If the performance of the Work or the performance of any other obligation(s) of the Vendor is delayed by Force Majeure, then the Term shall be extended for such reasonable time as the Parties shall agree. A Force Majeure event shall be defined as events that are beyond the reasonable control of a Party, which prevent the Party from performing any of its obligations under this Agreement; including but not limited to: change in law, war (whether declared or not), revolution, riots, insurrection, civil commotion, invasion, armed conflict, a hostile act of a foreign enemy, acts of terrorism, sabotage, explosions, fires, radiation contamination, chemical contamination, acts of God, plague or other serious epidemics, electricity supply interruptions and/or power failures.
- (d) **Modification of Work – Amendments to Purchase Order.** The Parties acknowledge and agree that during the term of the Agreement, the Work, as set forth in a Purchase Order, may be modified and/or expanded from time to time by the Parties. For certainty, no changes to the Work will be authorized by the Purchaser, and the Purchaser shall have no obligation to pay for any additional or modified Work, unless an amendment in writing is made to the Purchase Order and executed by the Purchaser.
- (e) **Reporting Frequency.** The Vendor shall report to Purchaser, at the frequency identified in Purchaser Order, if any, providing all information requested by the Purchaser in addition to any information about any matter or circumstance reasonably expected to require input from the Purchaser, or that may affect the Vendor’s ability to complete the Work in accordance with this Agreement.

- (f) **Review and Acceptance of Work.** Upon delivery, the Purchaser, which may also include the Purchaser's landlord when applicable, has 30 days to inspect the Work to confirm that it meets the Purchaser's requirements (having regard to industry standards) and complies with the specifications in this Agreement. The Purchaser will notify the Vendor of any deficiency, and upon notification of same, Vendor will correct said deficiencies, and redeliver the Work, at no additional cost to Purchaser. At the Purchaser's sole discretion, the Purchaser may, but shall not be obligated to, correct any deficiencies or re-deliver the Work with its own forces or through a third party, at Vendor's expense. If no deficiencies are found, then the Work shall be deemed accepted at the end of the 30 day inspection period.
- (g) **Subcontractors and Assignment.** The Vendor may not assign this Agreement or any part of it, nor may the Vendor subcontract the Work or any part of it, to any other person, without the prior written consent of Purchaser, which may be withheld for any reason whatsoever. If a Purchase Order expressly permits The Vendor to subcontract all or any part of the Work, or if Purchaser subsequently permits the Vendor to subcontract all or any part of the Work, the Vendor shall nonetheless remain liable to the Purchaser for any Work performed by the Vendor's subcontractor(s), or any act, omissions, or negligence of them in or in relation to the performance of the Work. The Purchaser may assign this Agreement at any time without the prior consent of the Vendor.
- (h) **Compliance with Laws.** The Vendor shall perform the Work in accordance with all applicable laws, regulations, requirements, and the policies, rules and procedures of the Purchaser in force from time to time (collectively, "**Operating Standards**"). The Vendor agrees that the Vendor and its personnel who are engaged in all or any part of the Work are aware of and understand applicable Operating Standards and will remain informed and knowledgeable of any updates thereto throughout the Term (as defined below). Unless otherwise expressly specified in the Purchase Order, the Vendor shall be responsible to obtain at its sole cost and expense, any license, permit, approval, inspection, investigation, or certificate, required to perform the Work.
- (i) **Health, Safety, and Environment.**
- (i) Without limiting the generality of the Vendor's obligations under Section 1(h) to comply with applicable Operating Standards, the Vendor shall abide by any and all laws relating to the health and safety of individuals, and shall not do anything or omit to do anything that may result in the contamination of property, real property, or otherwise, with substances identified as harmful to the environment with attention to standards established under the *Environmental Protection Act*, RSO, 1990, c E19.
- (ii) The Vendor agrees to comply with the *Occupational Health and Safety Act* (Ontario) and upon request, provide the Purchaser with any required information about hazardous substances used to perform, assemble, maintain and repair the Work.
- (j) **Reporting Obligations.** The Vendor will immediately report to the Purchaser, and provide all information requested by The Purchaser (including without limitation, any report provided by the Vendor's insurer) relating to, any accident, occurrence, or circumstance relating to this Agreement and/or the performance of the Work that results, or that is reasonably expected to result in personal injury, death, or damage to property, or that can reasonably be expected to give rise to any claim, action, demand, lawsuit, loss, damage, cost (including reasonable legal fees and courts costs), expense, judgment, fine, penalty, or liability (collectively, "**Losses**") of or to the Purchaser, or the Purchaser's subsidiary(ies), directors, officers, agents, employees, or otherwise those for whom the Purchaser may in law be responsible.
- (k) **Inspection Rights.** The Vendor shall, at its sole cost and expense, maintain complete and accurate books and records concerning the Work including, without limitation, the documents supporting amounts invoiced by the Vendor to the Purchaser and the direct costs, expenses and disbursements made or

incurred in connection with the Work, in accordance with Canadian generally accepted accounting principles. The Vendor shall retain such records for a period of three (3) years following termination or expiration of this Agreement. Within five (5) Business Days (a "Business Day" being any day that is not a Saturday, Sunday, or statutory holiday in the Province of Ontario) of the Purchaser's demand therefore, the Vendor shall provide the Purchaser with all such records of the Vendor, its shareholders, directors, officers, employees, agents, and permitted subcontractors, relating to the performance of the Work. The Vendor shall provide the Purchaser access to any site upon or in respect of which Work is or is to be performed, for the purpose of ascertaining Vendor's satisfaction of its obligations under this Agreement.

- (l) **Title and Risk.** Except otherwise provided in the Purchase Order, title to the Work and all risk of damage thereto remains with the Vendor until the Work is delivered and accepted by the Purchaser.

## 2. Payment

- (a) **Payment.** Subject to the Vendor's completion and delivery of the Work in accordance with the provisions of this Agreement, the Purchaser shall pay the Vendor the price or the fees for the Work, components, or increments of Work, as specified in the Purchaser Order as a lump sum (the "**Payment**"), which is the final negotiated price, unless mutually agreed upon by an Amendment. The Purchaser will pay undisputed invoices in Canadian dollars within thirty (30) days of Purchaser's receipt of such invoice. Payment is payable on a per diem/per hour basis are only payable for those days/hours actually worked by Vendor or its personnel. The Purchaser shall have the right to set off or deduct any amount due or payable to The Vendor hereunder against any claim, charge, or other right that Purchaser may have against the Vendor. The Purchaser shall have no obligation to pay any invoice submitted more than one hundred and eight (180) days from the date when such invoice should have been issued according to the terms of this Agreement and/or the applicable Purchase Order. If the Vendor has any inquiries or problems, or believes there are errors or discrepancies with respect to any amounts due under this Agreement, it shall give Purchaser written notice thereof within ninety (90) days of the date on which the portion Work given rise or relating to such inquiry, problem and/or discrepancy, was performed, failing which the Vendor shall be deemed to have relinquished any right of the Vendor against the Purchaser in respect of the subject matter of such inquiry, or discrepancy or problem.
- (b) **Vendor Expenses.** The Purchaser shall have no obligation to pay for any cost or expenses of the Vendor in connection with the Work or this Agreement, under any circumstance whatsoever, except if the Purchaser has expressly agreed to pay for such cost or expense in the relevant Purchase Order, in which case the Vendor shall invoice and the Purchaser shall pay for such expense or cost at the times and in the manner set forth in Section 2(a).
- (c) **Taxes.** The Purchaser shall pay and the Vendor shall collect and remit to the relevant taxing authority, all taxes collectible and assessable upon the Payment, Harmonized Sales Tax and any other similar sales tax, if applicable in connection with the Purchaser's Payment, or the Vendor's payment of the Vendor's costs and expenses which the Purchaser may be obligated to pay pursuant to Section 2(b).
- (d) All fees, costs, and expenses, as expressed in the Purchase Order, shall be deemed to be inclusive of HST, unless otherwise expressly specified on the Purchase Order. The Vendor shall indemnify and hold harmless the Purchaser from any the Purchaser Losses arising out of or relating to the Vendor's failure to collect, withhold or remit, any form of tax.

## 3. Vendor Warranties.

- (a) The warranty period shall commence on the date of acceptance of the Work by the Purchaser. The Vendor represents to and warrants with the Purchaser that (i) it is qualified to perform the Work; (ii) all the Work will be performed by qualified personnel under adequate supervision; (iii) the Work will be performed in a professional and workmanlike manner in strict compliance with the terms of this Agreement, the Operational Standards, the specifications, requirements, and schedules set out in any applicable Purchase Order, and in accordance with any applicable commercial standards generally observed in the Vendor's industry; and (iv) that the Work shall be free from faults and defects of design, material and workmanship for a period of whatever is longer of one (1) year, or, unless expressly written and agreed upon, the warranty period noted in the Purchase Order. This warranty shall extend to all necessary costs of repairs and replacements, as well as to all consequential damages resulting from such faults or defects of design, material and/or workmanship. The Purchaser will promptly inform the Vendor of any breach of warranty related to the Work and the Vendor agrees that it shall immediately do all such things required to satisfy its warranty obligations to correct any faults or defects, without cost to the Purchaser. If the Vendor fails to meet its warranty obligations stated herein, the Purchaser may, but for certainty, shall not be obligated to, perform all or part of same or obtain substitute services, materials, and equipment, and charge the Vendor for the cost of doing so, plus an administration fee of fifteen percent (15%), which Vendor shall pay within thirty (30) days of receipt of invoice from the Purchaser.

**4. Use of Information.**

- (a) **Purchaser-Supplied Information.** The Vendor acknowledges and agrees that the Purchaser makes no representation or warranty to the Vendor with respect to the accuracy of information provided by the Purchaser to the Vendor relating to the Work to be performed, including without limitation, risks associated with the performance of the Work, conditions affecting the site upon which the Work is to be performed, and patent or latent conditions or defects that may affect the Work or the Vendor's performance of Work ("**Purchaser-Supplied Information**"). The Purchaser shall have no liability whatsoever to the Vendor in respect of the Purchaser-Supplied Information. The Vendor agrees that prior to entering into this Agreement, the Vendor has ascertained the accuracy of any and all the Purchaser-Supplied Information and all other information that the Vendor may require to ascertain its ability to perform the Work in accordance with the terms of this Agreement.
- (b) **Confidential Information.** The Vendor acknowledges that by reason of its relationship to the Purchaser under this Agreement and in performing the Work, the Purchaser may disclose or provide access to the Vendor to certain Confidential Information. In this Agreement, ("**Confidential Information**") means information identified by the Purchaser as confidential, or information about the Purchaser, its services, strategies, plans, affairs, and operations, which a reasonable person would expect to be confidential. Confidential Information does not include information that: (i) was lawfully in the Vendor's possession before receipt from the Purchaser, as established by competent evidence; (ii) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Vendor; or (iii) is received by the Vendor from a third party free to make such disclosure without, to the best of the Vendor's knowledge, breach of any legal or contractual obligation.
- (c) **Use of Confidential Information.** The Vendor shall maintain the Confidential Information in strict confidence and shall not disclose the Confidential Information, except to its employees, permitted subcontractors, consultants and representatives who have a need to know such Confidential Information and who are bound by a legal duty of confidentiality equal or greater to that provided for in this paragraph. The Vendor agrees and acknowledges that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Purchaser for which there may be no adequate remedy at law. In such event, the Purchaser shall be entitled to seek, in addition to, and not in

substitution of monetary compensation, an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available to the Purchaser in law, common law, or at equity. The Vendor represents, warrants and covenants with the Purchaser that all information disclosed to the Purchaser or utilized in the performance of the Work will have been obtained lawfully.

(d) **Mandatory Disclosure.** The Vendor acknowledges that the Purchaser is required or may be required under law to disclose certain information relating to its affairs, and that subject to limited exceptions, the Purchaser must or may be required to disclose this Agreement, the Work, and any other information that the Vendor may provide to the Purchaser or that the Purchaser may acquire as a result of its dealings with the Vendor ("**Vendor-Supplied Information**"). The Vendor grants the Purchaser a license to utilize such information, including without limitation, information produced as part of the Work, and to disclose and publish same, so as long as the applicable law says so. The Vendor warrants and covenants with the Purchaser that all information supplied by the Vendor as part of the Work shall be true, complete, and accurate.

5. **Intellectual Property.** The Vendor represents, warrants, and covenants with the Purchaser that neither the Work, nor any component of the Work nor the manner by which the Vendor performs or intends to perform Work, will violate or infringe upon any proprietary right, intellectual patent, copyright, trade secret, moral right, or similar right of any person whatsoever (collectively, "**IP Rights**"). The Vendor represents, warrants and covenants with the Purchaser that Work and the benefit of same shall pass to the Purchaser free of any encumbrance whatsoever. The Vendor unconditionally and irrevocably grants the Purchaser a world-wide and unrestricted license to utilize any and all product, good, service, or thing, constituting, resulting or forming part of, the Work, and shall, following acceptance of Work by the Purchaser, do any and all such things required for the Purchaser to utilize or benefit freely from the Work without interference arising from IP Rights.

6. **MFIPPA Records and Compliance.** The Parties acknowledge and agree that this Agreement is subject to *Municipal Freedom of Information and Protection of Privacy Act* ("**MFIPPA**").

7. **Term and Survival.**

(a) **Term.** This Agreement shall be effective as of the date identified on the Purchase Order (the "**Commencement Date**") and shall expire:

- (i) if the Work is to be provided for a period of time identified on the Purchase Order, on the ninetieth (90<sup>th</sup>) day that follows the last day of such period identified in the Purchase Order; or,
- (ii) on the ninetieth (90<sup>th</sup>) day that follows the Vendor's completion or delivery of the Work;

unless the Agreement is earlier terminated in accordance with Section 9. The period commencing on the Commencement Date and ending on the date identified in Section 7(a)(i) and 7(a)(ii) is referred to in this Agreement as the "Term".

8. **Survival.** Together with the provisions which, by their terms are intended to survive the expiry or termination of this Agreement, 1(j) and (k), 2(c), 3, 4, 5, 6 and 9, shall survive the termination or expiration of this Agreement.

9. **Termination and Suspension.**

(a) **Termination for Convenience.** The Purchaser may in its sole discretion, terminate this Agreement for any reason whatsoever, by providing Vendor with ten (10) days' advanced notice in writing (a "**Notice of**

**Termination without Cause**). Upon termination of this Agreement under this Section 9(a), the Vendor's sole recourse against the Purchaser shall be for the payment of undisputed invoices for Work actually performed by the Vendor or delivered to the Purchaser's issuance of a Notice of Termination without Cause. Immediately upon the Purchaser issuing a Notice of Termination without Cause, the Vendor shall immediately do all such things necessary to cease incurring costs or expenses in respect of this Agreement or the Work, including for certainty, costs or expenses that the Purchaser has agreed to pay under the Purchase Order, except if otherwise indicated by the Purchaser in the Notice of Termination without Cause. For certainty, the Vendor shall have no right to charge back the Purchaser for any costs or expenses incurred by Vendor following Purchaser's issuance of a Notice of Termination without Cause. The Vendor shall also cooperate fully with the Purchaser and do all such things or refrain from doing all such things as may be necessary to mitigate amount payable by the Purchaser in connection with this Agreement, including for certainty, its termination.

(b) **Termination with Cause.** This Agreement may be terminated:

- (i) by either Party if the other Party is in default of, or has breached, its obligations under this Agreement (each, a "**Default**") and:
  - A. if such Default is reasonably capable of being cured within five (5) Business Days, the other Party fails to remedy or rectify such Default within five (5) Business Days of receiving notice of default from the terminating Party (a "**Notice of Default**"). A Notice of Default issued under this Section 9(b)(i)(A) shall outline the reasonable steps to be taken by the Party in Default for the Default to be remedied or rectified; and,
  - B. if such Default is not reasonably capable of being remedied or rectified within five (5) Business Days, the terminating Party provides a Notice of Default to the other Party, which Notice of Default shall outline the reasons for the termination.
- (ii) by the Purchaser in the event of death, injury, or property damage where the cost of repair of such property damage exceeds \$1,000; and in either case, resulting or relating to the Vendor's performance of the Work;
- (iii) by the Purchaser if insurance required to be taken out and maintained by the Vendor under this Agreement is terminated or cancelled, or coverage in respect of any matter relating to the Work is denied;
- (iv) by the Purchaser in the event that the Vendor contravenes any law in the performance of the Work, or if the Vendor is found to have made a material misrepresentation to the Purchaser in entering into this Agreement, or in connection with the Work;
- (v) by either Party if the other Party becomes insolvent or bankrupt, or a receiver or trustee, or a person acting on behalf of either, seizes all or a substantive portion of the assets of the other Party; or,
- (vi) by the Purchaser if the Vendor allows any unauthorized person to perform the Work or to enter the site upon which the Work is to be performed.

To terminate this Agreement under any of Sections 9(b)(i) to (vi), the terminating Party shall provide notice of termination to the other Party (a "**Notice of Termination with Cause**"), referencing the relevant Section pursuant to which the Agreement is terminated and outlining the reasons for same. A Notice of

Default under Section 9(b)(i)(A) or (B) is deemed to be a Notice of Termination with Cause, with termination having effect immediately, in the case of a Notice of Default issued under Section 9(b)(i)(A), upon the provision of the Notice of Default, and in the case of a Notice of Default issued under Section 9(b)(i)(B), upon the expiry of the five (5) Business Day period following the issuance of the Notice of Default, if the corresponding Default is not cured within the five (5) Business Day period contemplated in Section 9(b)(i)(B), unless otherwise provided in the Notice of Default.

- (c) **Obligations – Termination with Cause.** If the Purchaser terminates this Agreement pursuant to Section 9(b), the Purchaser may withhold monies due to the Vendor which the Purchaser reasonably expects may be required to cover compensation that the Purchaser reasonably expects will be required to cover any Losses of Purchaser, arising or resulting from the Vendor's Default. The Purchaser's only obligation to the Vendor following termination by the Purchaser under Section 9(b) shall be to pay for invoices for Work actually performed by the Vendor prior to the Purchaser's issuance of a Notice of Termination without Cause.
- (d) **Suspension.** The Purchaser may at any time suspend the performance of the Work for a consecutive period of up to thirty (30) days, in which case, the Vendor shall discontinue the performance of any Work, including without limitation, the incurrence of any expenses or costs in respect of which the Purchaser is liable to pay, and the Vendor shall resume the performance of the Work within ten (10) Business Days of the Purchaser's request in writing therefore.

#### 10. Indemnification.

- (a) **Indemnification.** The Vendor shall indemnify and hold harmless the Purchaser, its affiliates, and their respective officers, directors, shareholders, employees and agents harmless from and against any and all the Purchaser Losses incurred by the Purchaser in connection with the Vendor's failure to perform its obligations under this Agreement and/or from any third party demands, assertions, claims, suits, actions or other proceedings: (i) alleging the Work violates any applicable law, rule, regulation or judicial order; (ii) arising from the acts or omissions of the Vendor or its employees, agents or permitted subcontractors in connection with the performance of the Work; (iii) alleging that the Work therefrom infringes any third party's IP Right(s) or misappropriates a third party's confidential information; or (iv) arising from or relating to the Work (in each case a "**Claim**"), except to the extent such Claim is caused by the Purchaser's willful misconduct or gross negligence.
- (b) **Procedures for Indemnification.** The Purchaser may, at its option, elect to defend a Claim asserted by a party other than the Purchaser or the Vendor, at the Vendor's cost and expense.

#### 11. Insurance and WSIB.

- (a) **Coverage:** The Vendor has agreed to purchase and maintain in full force all the necessary and appropriate insurance that a prudent person carrying out same or similar Work or providing same or similar Work, would carry.
- (b) For greater clarity, the Vendor shall at their own expense, for the duration of the Term and for a period of two (2) years thereafter, with an insurer acceptable to the Purchaser that has a secure A.M Best rating of B+ of greater, carry the following insurance policies,
  - (i) **Commercial General Liability Insurance.** Insuring against liabilities arising from bodily injury, death, and damage to property, from or relating to the performance of the Work or any other

obligation under this Agreement, and the Vendor's contractual liability, products and completed operations aggregate, with limits of not less than five million dollars (\$5,000,000) per occurrence;

- (ii) **Automobile Liability Insurance.** If the Vendor, its subcontractors, employees, and agents use any vehicle in the performance of its obligations under this Agreement, they shall have automobile insurance against liabilities arising from bodily injury, death, and property damage, with policy limits of at least two (2) million dollars (\$2,000,000) per occurrence, for any and all vehicles utilized by or on behalf of Vendor; and,
  - (iii) **Professional Errors and Omissions Liability Insurance.** If the Services include services of a professional nature in respect of which similar providers of such professional services in Ontario are required or would normally take out maintain such professional errors and omissions insurance, having no aggregate limit and an inclusive limit of \$5,000,000 per claim.
- (c) **All-Risk Coverage.** The Vendor is responsible for any loss or damage whatsoever to any of its' materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such materials, goods, supplies and equipment.
  - (d) **Subrogation.** The Vendor shall have no claim against the Purchaser or the Purchaser's insurers for any damage or loss to its property in the performance of its obligations under this Agreement and shall require its insurers to waive any right of subrogation against the Purchaser.
  - (e) **Non-Contribution.** The Vendor has agreed that each insurance policy shall provide that the policy is non-contributing and applies only as primary and not as excess to any other insurance available to the Purchaser.
  - (f) **Deductibles.** The Parties agree that the insurance policies may be subject to reasonable deductible amounts, which the Vendor shall solely bear.
  - (g) **Subcontractors.** Where a Subcontractor is retained by the Vendor for the Work, the Vendor must ensure the necessary insurance equal to the limits and coverages required herein.
  - (h) **Liability Limits.** The Vendor has agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Vendor under this Agreement.
  - (i) **Insurance Certificates.** The Vendor has agreed that they shall provide upon request from the Purchaser, certificate(s) evidencing the insurance policies noted in Sections 11. (b)(i)(ii)(iii) with "District of Nipissing Social Services Administration Board" named as an additional insured. The certificate(s) shall be signed by the insurer or authorized agent of the insurer. The Purchaser may in its sole discretion, require, before the commencement date of the Work specified in the Purchase Order, the signed insurance certificate(s). If any of the insurance policies expire before the completion of the Work, the Vendor shall renew them and provide the Purchaser with the new certificate(s).
  - (j) **Invalidation of Insurance.** The Vendor shall not do anything, cause to be done anything, or omit to do anything, that would invalidate coverage under the insurance policies. The Vendor shall immediately notify the Purchaser in writing in the event any insurance policy is cancelled, terminated, or invalidated.



- (k) **Worker's Compensation Coverage.** In accordance with the *Workplace Safety Insurance Act, 1997*, SO 1997, c 16, Sched A., regulations made under it, and all other applicable laws (collectively, "**Workers Compensation Laws**"), the Vendor shall ensure all its and its subcontractors' employees attending and, or performing at the Delivery Place are registered for workers' compensation coverage. The Vendor shall provide the Purchaser with a current clearance certificate under the WSIA confirming that the Vendor has complied with the obligations under the WSIA, which the Purchaser may in its sole discretion, require, before the commencement date of the Work specified in the Purchase Order. If the clearance certificate expires and has been replaced by a new one before the completion of the Work, the Vendor shall provide the Purchaser with a new one.
12. **Relationship of Parties.** Nothing in this Agreement shall create or be interpreted as creating an exclusive relationship, an employment relationship, a partnership, a joint venture, or a relationship of agency, between the Purchaser and the Vendor.
13. **Publicity.** Unless otherwise agreed to in writing by the Purchaser, the Vendor will not disclose that the Purchaser is a client of the Vendor and will not use the Purchaser's name or any mark, logo or trade name owned or used by the Purchaser in any manner.
14. **Notices.** All notices in connection with this Agreement shall be given in writing and transmitted by email, regular mail, hand delivery, or courier, to the address provided for the receiving Party within the Purchase Order. Notices received outside of business hours (9AM to 5PM in the City of North Bay) and during statutory holidays in the Province of Ontario, will be deemed to have been received at 9AM on the next Business Day. A notice sent by email shall be deemed to have been received on the Business Day that follows its issuance; if hand delivered or by courier to any person at the address provided for the Party, at the time at which notice is delivered; and where delivery is accepted by an employee or agent of the Party, and a notice sent by regular mail shall be deemed received on the fifth (5<sup>th</sup>) Business Day following the mailing thereof. In the event of a postal strike or any interruption in regular postal service, notices may be provided by email, hand delivery, or courier, only.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Each Party hereby irrevocably attorns to the jurisdiction of the courts in the Province of Ontario in respect of any matter arising out of this Agreement.
16. **Conflicts of Interest.** Without limiting any other provision under this Agreement, the Vendor represents to and warrants with the Purchaser that in entering into this Agreement, performing the Work, and discharging its obligations under this Agreement, the Vendor has not and will not act, caused any person to act, or influenced any person employed by, acting on behalf of, or associated with, the Purchaser, to act in any manner that would contravene the provisions of the Purchaser's policies regarding conflicts of interest or any laws applicable in the Province of Ontario and in Canada regarding bribery and other forms of conflicts of interest.
17. **Interpretation.** This Agreement constitutes the entire agreement between the Parties in respect of the Work, and any and all amendments to this Agreement shall be made in writing and duly executed by each Party. In this Agreement, words or numbers in or implying the singular include the plural and vice versa, and words having gender, or no gender include all genders, including without limitation, the neuter gender. In any conflict between the body of the Terms and Conditions and the content of any Purchase Order or document appended to a Purchase Order shall be resolved such that the Terms and Conditions shall have precedence, unless otherwise expressly indicated in writing in the relevant Purchase Order.

18. **Severability.** If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
19. **Headings.** The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain.
20. **Legal Advice.** The Vendor acknowledges having obtained legal advice from a licensed and competent lawyer in respect of all matters contemplated by this Agreement, before executing this Agreement, or otherwise, the Vendor waives the benefit of such adequate legal advice. This Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.
21. **Waiver and Cumulative Rights.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.
22. **Time Of Essence.** The Parties agree that time will be of the essence in all respects.

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**End of Standard Terms and Conditions**