



## Definitions

1.1 For the purpose of these General Terms and Conditions, the following words shall have the corresponding meaning:

- (a) **“Contract”** means an agreement between the University and the Supplier for the procurement of Goods and/or Services as established in a written agreement signed by the University and the Supplier or in a purchase order (hereinafter PO) issued by the University to a Supplier.
- (b) **“Days”** Unless otherwise stated, in computing any time limit fixed by this Business Relation Protocol, the days must be interpreted in business days.
- (c) **“Goods”, “Services”, “Goods and/or Services”** means any goods and/or services and includes all equipment, products, services, materials, activities required to be done, delivered or performed by the Supplier pursuant to a Contract.
- (d) **“Laws”** means any Canadian federal and provincial statutes, regulations, orders, directions and requirements; all civic and municipal by laws, orders and regulations; all orders, directions, regulations, permits, licences and building code or other requirements of any third party body, board, entity having authority with respect to the Goods and/or Services and including, without limitation, any official, person or body appointed under any statute or regulation.
- (e) **“RFX”** is a generalized acronym used to cover all forms of requesting Suppliers to submit a Proposal in response to the requirements for the purchase of Goods and/or Services set out in a document issued by the University in a competitive bidding process initiated by the University, but not limited to, for example: request for tender (RFT), request for quotation (RFQ), request for proposal (RFP), request for information (RFI), notice of intent (NOI), advance contract award notice (ACAN), request for supplier qualification (RFSQ).
- (f) **“Supplier”** means the supplier of Goods and/or supplier of Services or service provider under a Contract.
- (g) **“Proposal”** means a written proposal submitted by the Supplier in response to a RFX.
- (h) **“University”** means the University of Ottawa/Université d’Ottawa
- (i) **“University Policies and Procedures”** mean all of the University’s administrative and academic policies, regulations and procedures as may be amended (<http://www.uottawa.ca/governance/policies.html>).
- (j) **“BRP”** means the Business Relation Protocol.

## **2. Application and Precedence**

### **2.1** Unless otherwise specified in the Contract,

(a) This Business Relation Protocol shall apply to and is incorporated by reference into a Contract and is meant to establish minimum standard of terms and conditions.

(b) In the event of a conflict or inconsistency between this Business Relation Protocol and the Contract, the RFX or the Proposal the written provisions of the Contract will govern.

## **3. Language**

**3.1** The Contract is prepared in either English or French. Suppliers may submit their Proposal in the official language of their choice. The University may require that the Goods and/or Services be delivered, available, and/or performed in English and in French.

## **4. Supplier**

**4.1** The Supplier has the requisite competence, knowledge, experience and skills to perform the Services and/or has the means to deliver the Goods in accordance with the delivery date and quantity as set out in the Contract. When providing Services, the Supplier shall exercise all reasonable skill, care and due diligence; perform all work in a good, workmanlike, professional and timely manner to the satisfaction of the University and in accordance with applicable professional and industry standards; be responsible for delivering and supplying all tools and equipment necessary to perform the Services, unless otherwise agreed in writing by the University.

## **5. Laws, Licenses and Permits**

**5.1** The Supplier warrants that it has complied with and shall comply with all applicable laws, including without limitation, export control, environmental protection, health and safety as well as labour and employment laws. The Supplier shall, at its expense, obtain and maintain all licenses, certifications, designations, permits, inspections and approvals necessary for the delivery of the goods or performance of the services. The Supplier shall comply with applicable University Policies and Procedures.

**5.2** Without limiting the general interpretation of the previous sentences in this section 5.1, the Supplier shall comply with the *Accessibility for Ontarians with Disabilities Act, 2005*, (AODA) and its regulations and with the University's Policies and Procedures in order to fulfill the University's commitment to meet the accessibility needs of persons with disabilities. Suppliers providing services directly to the public must ensure that persons providing the Services are trained in the AODA, the Accessibility Standards for Customer Service and must keep records of this training, including dates when training is provided, the number of employees who have received training and individual training records. Suppliers must provide this information if requested by the University.

## **6. Delivery, Packaging, Labeling of Goods**

**6.1** The Supplier shall deliver the Goods in accordance with terms of the Contract. Unless otherwise specified in the Contract, all Goods shall be *delivered duty paid (DDP)*, as defined in the International Chamber of Commerce's *Incoterms 2010*, to the destination named in the Contract. Partial delivery of Goods requiring Canadian customs declarations must be approved in advance

by the University. The Supplier is solely responsible, at its expense, for all shipping arrangements and for all damage or loss resulting from transportation, faulty packing or handling of the Goods.

- 6.2** The Supplier shall package and ship the Goods in accordance with the method of transportation, industry standards and in compliance with all applicable laws.
- 6.3** The Supplier shall use all necessary protective measures to ensure safe delivery to the University, prevent damage to the Goods during transportation and make sure the Goods arrive free of moisture, rain, rust, shock, corrosion or any other type of degradation according to the characteristics and requirements of the Goods.
- 6.4** Goods shipped to the University must be properly packaged and prepared for storage. Goods must be packed in containers according to industry best practices at no extra cost to the University. Each container must indicate the following information: the name of the shipper, name of the receiver, container weight, total number of containers in the shipment, a brief description of contents, name and address of the destination building as well as room number and PO number.
- 6.5** Packing slips must be in a waterproof envelope affixed to the outside of the container. If this is not possible, the container must bear a visible inscription stating PACKING SLIP INSIDE.
- 6.6** If the weight or size of the Goods to be delivered requires extra resources for unloading and/or delivery, the Supplier must provide the University with at least forty-eight (48) hours' advance written notice.
- 6.7** All electrical or electronic components and equipment supplied must have the Ontario Electrical Safety Code approval, be certified for the intended use in Canada by a certification organization accredited in Canada (such as CSA) and conform to industry standards and applicable laws. Material Safety Data Sheets (MSDS) and appropriate labels must accompany all hazardous Goods, as defined under applicable hazardous products Laws.
- 6.8** Title to any Goods delivered to the University shall remain with the Supplier until the Goods have reached their destination and the University has inspected and approved the Goods. The Supplier shall bear all risks and costs, including, duties, taxes and other charges, for delivering the Goods/Services, cleared for importation, to the University's named destination.
- 6.9** Where a date required for delivery is stated in the Contract, timely delivery is of the essence. The Supplier will be responsible to ensure that such delivery is made, and will notify the University immediately in writing of any anticipated delays and the reason(s) for the delay.
- 6.10** The University may decide by written notice to the Supplier to cancel the shipment in whole or in part for the Supplier's failure to deliver or install in the quantities and with the specifications described in the Contract on the delivery date. Should the University so decide it is without liability or cost and in addition to any other rights of the University.
- 6.11** Goods will not be deemed or interpreted as delivered until physically received by the University at the location for delivery of the goods designated in the Contract.

## **7. Acceptance**

- 7.1** Goods and/or Services are subject to inspection and approval by the University. The Supplier shall submit a certificate of acceptance to the University upon request. Unless otherwise indicated, the University shall have a reasonable time within 30 days after delivery, unless otherwise specified, of the Goods and/or Services to inspect/test and to refuse acceptance of Goods and/or Services that do not conform to the University requirements or specifications as set out in the Contract. If the University refuses the Goods, the University may return the Goods at the Supplier's expense and the Supplier shall credit the University accordingly within fifteen (15) days of return of the Goods.
- 7.2** The University's payment for Goods and/or Services shall not be deemed an acceptance of the Goods and/or Services.
- 7.3** The University reserves the right to inspect the Goods at the Supplier's facility during manufacturing or in the ports or places of shipment. The Supplier shall cooperate and provide necessary access to all facilities for such inspections. Inspections prior to shipment shall not relieve the Supplier of any of its obligations under the Contract.

## **8. Invoice and Payment**

- 8.1** Unless the University notifies the Supplier in writing of a different method, the Supplier must send invoices by mail to the invoicing address indicated in the Contract. Information on the invoice must match the information in the Contract, including the Contract number (where applicable), description of the Goods and/or Services, value before any applicable fees or taxes and the amount of any such applicable fees and/or taxes. If an invoice does not match the PO or is missing information it will not be paid and will be returned to the Supplier for correction without causing any prejudice to the University.
- 8.2** The University shall pay to the Supplier the amount of the invoice in Canadian funds, or in the currency indicated in the Contract within thirty (30) calendar days from the date of the invoice, subject to the Supplier's performance of its obligation and the University's acceptance that the Goods and/or Services are to its satisfaction. The University is not responsible for non-payment or late payment of invoices sent to an address other than the one indicated in the Contract or for incorrect or incomplete invoices. The University will calculate any applicable discounts from the date of the invoice.
- 8.3** The University may withhold or set off against any payment due to Supplier any charge, liability or indebtedness owed by Supplier the University or which under the Contract is to be paid by or charged to Supplier.

## **9. Assignment and Subcontract**

- 9.1** The Supplier shall not assign, subcontract or make any other disposition of the Contract or of any of its rights, claims, liabilities or obligations under the Contract without the prior written consent of the University. The Supplier agrees that assignment or any permitted subcontract shall contain a provision that states that the subcontractor or assignment shall honour, perform and observe the obligations under the Contract and/or this BRP.

## **10. Indemnification**

- 10.1** The Supplier shall indemnify and save harmless the University, its officers, Board of Governors, employees, contractors, students and agents from and against all actions, suits, claims, damages, causes of action, demands, penalties, fines, cost and expenses, including legal fees, or other proceedings of any kind or nature directly or indirectly arising out of any breach or inaccuracy of any representation, warranty or covenant, the Supplier's negligent performance of the Services or the supply of Goods, including but not limited to personal injuries, breach or alleged breach of intellectual property rights, environmental non-compliance, product liability and property damage.
- 10.2** This indemnification shall survive the termination of the Contract and shall not detract in any way from any other rights or remedy which the University may have under the Contract, or otherwise in law or in equity.

## **11. Insurance**

- 11.1** The Supplier shall obtain and maintain at its expense full and adequate insurance covering performance of the Services and provide a certificate of such insurance coverage upon request.
- 11.2** The Supplier shall provide and maintain all appropriate Workplace Safety and Insurance Board (WSIB) coverage, or its equivalent, covering its employees and claims for personal injury or death in connection with the Contract and provide both WSIB number and proof of satisfactory standing to the University upon request.
- 11.3** The Supplier shall at its sole expense obtain and maintain throughout the term of the Contract policies of insurance of such type and amount as is sufficient to cover all claims made against them, their directors, trustees, officers, employees, servants, agents and contractors with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to the Contract. Without limiting the general interpretation of the previous sentence, the insurance coverage shall include liability insurance to cover third party claims for death, bodily injury, loss of property or damage to property and where applicable, claims associated with the operation of any transport vehicles or other equipment owned or leased by the Supplier, its agents, servants, employees or sub-contractors working under the Contract.
- 11.4** The University shall be declared as an additional insured in any policy of insurance obtained pursuant to the Contract. The Supplier shall notify the University immediately when there is any restriction in coverage or limits material to the Contract and give thirty (30) days written notice prior to any cancellation of insurance. The Supplier shall provide a certificate of insurance as proof of insurance coverage, five business days prior to the start of the Contract.
- 11.5** The Supplier shall provide the University updated certificate five (5) business days before their expiration date.

## **12. Warranty re Goods**

- 12.1** The Supplier shall provide the University with all manufacturer/industry warranties, including, but not limited to a warranty as a minimum for a twelve (12) month period as of the date of acceptance of the Goods. The Supplier also represents and warrants that the Goods are new and unused, sound, of good quality, free from defects in workmanship, material and design, fit for the purposes for which they are ordinarily used and for any purposes expressly made known to the Supplier and that the Goods do not infringe any patent, copyright, trademark or other intellectual property right

and that they conform to the requirements and specifications under the Contract. The warranty start date shall commence twelve (12) months from the date of the acceptance of the Goods. If there are defects or non-conformities and it is not possible to correct them, the Supplier shall, at the discretion of the University, either replace the Goods with equivalent or better product at no additional cost to the University, reduce the Contract price accordingly, or accept for return the Goods or part of the Goods and reimburse any payments made by the University under the Contract. Spare parts shall be kept available until at least five (5) years after the delivery of the Goods.

### **13. Confidential Information**

- 13.1** The University and the Supplier acknowledge that one party (“Receiving Party”) may receive confidential and/or proprietary information relating to the other party (“Disclosing Party”) or its licensors or customers (“Confidential Information”). The parties shall only use such Confidential Information in the performance of the Contract and shall not disclose any such Confidential Information to any other party unless authorized by the Disclosing Party in writing or unless required by Law. As soon as practicable, Receiving Party shall notify Disclosing Party of any breach of this provision. The obligation of confidentiality does not apply to any information which is publicly available; is or becomes known from a source other than the University or the Supplier that is not under an obligation not to disclose the information; or is developed by a party without use of the information of the other party.
- 13.2** The University is willing to provide the Confidential Information to the Supplier on the terms and conditions set out in the Contract solely for the purpose of the performance of the Services (the “**Purpose**”).
- 13.3** All right, title and interest in and to the Confidential Information shall remain the exclusive property of the University and the Information shall be held in trust and confidence by the Supplier. No interest, license or any right respecting the Confidential Information, other than expressly set out in the Contract, is granted to the Supplier.
- 13.4** The Supplier acknowledges that the University is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario). The Supplier shall use all reasonable efforts to protect the confidentiality of or the University’s interest in the Confidential Information and shall use and keep the Information confidential in accordance with the *Freedom of Information and Protection Act* using a standard of care no less than the degree of care that the Supplier would be reasonably expected to employ for its own similar confidential information.
- 13.5** The Supplier shall not directly or indirectly disclose, allow access to, transmit, transfer or sell the Confidential Information to a third party. The Supplier shall not reproduce in any form or store the Confidential Information in a retrieval system or database without the prior written consent of the University, except for such reproductions and storage as may reasonably be required internally by the Supplier for the Purpose.
- 13.6** The Supplier shall ensure that all of its personnel, sub-contractors or agents to whom the Confidential Information is disclosed pursuant to the Contract for the Purpose, are bound under the terms and conditions of their employment or otherwise to obligations set out in the Contract in respect of the Confidential Information. When requested by the University, the Supplier will promptly provide a list containing the full name and address of any person having access to or copies of the Confidential Information and the reason such access is necessary.

- 13.7 The University may require that the Supplier obtain the signature from each Supplier employee, contractor, subcontractor, agent or any of its other representatives to a non-disclosure agreement.
- 13.8 Once the Supplier has fulfilled the obligations under the Contract, the Supplier shall either destroy or return the Confidential Information to the University or handle the Confidential Information as otherwise instructed by the University.
- 13.9 The confidentiality provisions under the Contract shall survive termination.

#### **14. Intellectual Property**

- 14.1 For the purposes of this Business Relation Protocol, “**intellectual property**” means copyright, moral rights, patent rights, trade-marks and any other rights resulting from intellectual activity capable of protection by statute or common law.
- 14.2 Unless otherwise expressly provided in the Contract, all right, title and interest in and to any intellectual property rights in products or works developed pursuant to the Contract shall be the property of the University. The Supplier hereby assigns all such rights to the University, waives any moral rights in respect of such products or works and agrees to take all such steps, do such things and execute such documents as may be necessary to vest title in the intellectual property rights in the University.
- 14.3 Any intellectual property owned or controlled by either party, including intellectual property developed prior to or independently of the Contract remains the property of that party and the party who owns such intellectual property may determine in its sole discretion to give permission to the other party to use such intellectual property for the sole purposes of performing the Services and producing the Work Product under the Contract.
- 14.4 The Supplier warrants that the content of work products developed or produced under the Contract will be original and will not infringe the intellectual property of third parties and to the best of its knowledge the content of the work product will not be defamatory or breach any confidentiality undertaking. The Supplier warrants that it is the legal owner of the content it has created and has the capacity and right to transfer all intellectual property in the work product to the University, and that the deliverables and materials are free from any and all liens, prior assignments, or other encumbrances.
- 14.5 The Supplier hereby transfers all right, title and interest in all intellectual property subsisting in all Work Products developed by the Supplier or produced under the Contract and all such intellectual property shall vest in the University. Without limiting the general interpretation of the previous sentence:
- a) the University shall hold all right, title and interest in any work product developed or produced under the Contract, including the sole right to produce, reproduce, present, exhibit, publish, translate, adapt, modify, communicate, broadcast, record or otherwise use such work product either in part or in whole and in whatever form or medium, including without limitation the Internet;
  - b) the University may use the work product in any of its publications at any time and may also offer it to third parties for publication or for other uses;

- c) the Supplier hereby expressly waives its moral rights in all work products developed or produced under the Contract; and
- d) the Supplier shall secure a written assignment to the University of all intellectual property rights held by any other person or entity involved in the creation of any of the work products developed or produced pursuant to the Contract, including a written waiver of any and all moral rights the said party may have in such work product.

## **15. Use of the University's Name and Logo**

- 15.1** The use of the University's name, logo, crest, emblem and any other of its official marks or domain name in a Supplier's official stationary, business cards, publications, advertisements, announcements, web site and in any other material of the Supplier requires the University's prior written consent.

## **16. Dispute Resolution**

- 16.1** Unless otherwise provided in the Contract, in the event of any dispute arising between the University and the Supplier under the Contract, such dispute shall be referred, in the first instance, by written notice from either party to the other party requiring the dispute to be resolved between the parties ("First Notice"). If the dispute is not resolved to the mutual satisfaction of the parties within fifteen (15) days following the receipt of the First Notice (or such longer period as such parties may agree in writing) the dispute may, by written notice from either party to the other, require that the dispute be resolved at a higher level or at the highest level of authority, as the case may be, and refer the dispute to the authority of each of the parties ("Second Notice").
- 16.2** If the dispute is not resolved to the mutual satisfaction of the parties within fifteen (15) days following receipt of the Second Notice (or such longer period as such parties may agree in writing), either party may by written notice to the other refer the dispute to a third party mediation in accordance with the National Arbitration Rules or National Mediation Rules of the ADR Institute of Canada, Inc. then in effect. In the event the parties cannot agree to the appointment of a mediator, then the dispute resolution process shall be considered at an end.

## **17. Labour Disruption and Force Majeure**

- 17.1** The University is not responsible for disruption which may occur in the event of a total, partial or unlimited labour strike or disruption at the University. The Supplier is responsible for ensuring that Goods and/or Services are delivered and/or performed notwithstanding a labour strike or disruption at the Supplier's and/or University's workplace, unless otherwise agreed by the University. Discontinuance of the supply of Goods and/or Services may be interpreted as a breach of contract and the Contract may be terminated.
- 17.2** Neither party shall be responsible for delays or failure of performance to the extent resulting from causes that are beyond the reasonable control of such party and which render the continued performance of the Contract impossible, impractical or illegal, including, but not limited to, fire, flood, tornado, earthquake, any declaration of a public order emergency by government (snowstorm, ice storm, epidemic, etc.) or other act of God, embargo, explosion, malfunction, riots, civil disputes, acts of terrorism or war, failure of government controls or regulation ("Force Majeure").



**17.3** In the event of a Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take reasonable steps to eliminate the cause. If the Supplier experiences a Force Majeure event and it continues for a period such that reasonable adjustments cannot be made to the schedule of timing of the Services to be performed and/or the Goods to be supplied, then the University may, at its discretion, terminate the Contract by notice to the Supplier without further liability, expense or cost to the original Supplier and without prejudice to any other right the University may have in the circumstances.

## **18. Termination**

**18.1** The University may at any time terminate the Contract on ninety (90) days' prior written notice to the other party.

**18.2** The University may terminate the Contract by giving notice in writing to the Supplier, if the Supplier:

(a) commits a material breach of the Contract which is not cured either within thirty (30) days of a written notice of breach sent by the University or at the expiration of a cure period specified by the University in the notice; or

(b) the Supplier persistently fails to supply the Goods and/or Services as required by the Contract and has not taken steps to remedy such persistent failure within thirty (30) days after receiving a written notice of breach from the University; or

(c) the Supplier has subcontracted its obligations under the Contract to a third party without the written authorization of the University; or

(d) the Supplier fails to conform to legislation and University's policies.

**18.3** The University may terminate the Contract immediately where the Supplier 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 where a receiver is appointed under a debt instrument or a receiving order is made against the Supplier, or an order is made or a resolution passed for the winding-up of the Supplier.

## **19. Effect of Termination**

**19.1** Upon termination of the Contract for breach or default, the Supplier shall have no claim for further payment other than as provided in this section but shall be liable to the University for any amounts, including milestone payments, paid by the University and for all losses and damages which may be suffered by the University by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the University in procuring the work from another source. The University reserves the right to recover all such losses, damages, costs and fees by drawing an equal dollar value from any performance bond provided by the Supplier. Supplier agrees to repay immediately to the University the portion of any advance payment that is unliquidated at the date of termination. Nothing in this section affects any obligation of the University under law to mitigate damages.

- 19.2** Subject to any claim the University may have against the Supplier, the University shall pay the Supplier for all completed parts of the Goods and/or Services delivered prior to the effective date of termination, such payment to be determined on the basis of the price payable pursuant to the Contract and the proportionate part of such price applicable to the completed Goods and/or Services.
- 19.3** Upon termination, the Supplier shall deliver to the University any completed parts of the work which have not been delivered and accepted prior to the effective date of termination and any materials, parts, plans, equipment or work in progress which the Supplier has acquired or produced pursuant to the Contract. Title to all such materials, parts, plans, equipment or work-in-progress shall vest in the University upon payment, unless title has already vested under another provision of the Contract.
- 19.4** Upon termination for any reason of the Contract, the Supplier shall immediately return all materials, equipment documents and records supplied to it by the University for the purpose of Contract.

## **20. Notice and other communications**

- 20.1** All notices, requests, demands and other communications ("Communications") required or permitted under the Contract must be in writing and sent to the address of the University and of the Supplier as indicated in the Contract or to such other address as the University or the Supplier may from time to time specify by notice in writing to the other. If no address is indicated in the Contract, all Communications to the University shall be sent to the attention of the University's Director of Procurement Services. Communications are deemed to have been duly given on the day it is received if delivered in person, by courier, sent by fax or by e-mail. If mailed by registered or certified mail, postage paid and return receipt requested, Communications are deemed to have been received on the fourth business day following the date of mailing.

## **21. Independent parties and Status of Supplier**

- 21.1** The University and the Supplier are and shall at all times remain independent principals in all relationships and actions under or contemplated by the Contract and neither party has the authority to bind the other or to incur any obligations on its behalf. Neither party shall represent itself to be the agent, joint venturer, partner or employee of the other nor shall either party make any statements or take any steps or acts that do or could imply or create any agency, joint venture, partnership, employment or other business relationship between them, other than as expressly stated in the Contract.
- 21.2** The Supplier is an independent contractor and neither the Supplier nor its personnel are agents or employees of the University by virtue of the Contract. The Supplier is solely responsible and accountable for its employees, agents, contractors, suppliers, invitees, officers, directors or other representatives. Without limiting the general interpretation of the previous sentences:
- (a) the Supplier by virtue of the Contract shall not be entitled to any benefits, privileges given or extended to the University's employees;
- (b) no oral representations by employees of the University shall have the effect of overriding the Contract; and

(c) the Supplier of Services shall report as income all compensation received pursuant to the Contract and shall pay all applicable taxes of any kind which may be or become payable thereon, including without limitation the Canadian Goods and Services Tax. The University will not make any deductions from the fees or any other payments made under the Contract to the Supplier for taxes, insurance, bonds or any other subscription of any kind.

## **22. Conflict of Interest**

**22.1** Unless otherwise defined in the Contract, "conflict of interest" includes, but is not limited to, any situation or circumstance where (a) in relation to the RFX process, a proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of the Proposal that is confidential and not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process and render that process non-competitive and unfair; or (b) in relation to the performance of its contractual obligations under the Contract, the Supplier's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

**22.2** The Supplier shall: (a) avoid any conflict of interest in the performance of its contractual obligations; (b) disclose to the University 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 University to resolve any conflict of interest. In addition to all other contractual rights or rights available at law or in equity, the University may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential conflict of interest; (b) the Supplier fails to comply with any requirements prescribed to resolve a conflict of interest; or (c) the Supplier's conflict of interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

## **23. Audit**

**23.1** For seven (7) years after the expiry or any date of termination of the Contract, the Supplier shall maintain all necessary records to substantiate (i) all charges and payments under the Contract and (ii) that the Goods and/or Services were provided in accordance with the Contract. During the term of the Contract, and for seven (7) years after the term, the Supplier shall permit and assist the University in conducting audits of the records set forth in (i) and (ii) above to verify the Supplier's compliance with same. The University shall provide the Supplier with at least ten (10) business days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

## **24. Successors and Assigns**

**24.1** The Contract is binding on the successors and permitted assigns of the Supplier.

## **25. Severability**

**25.1** The provisions of the Contract shall be deemed severable. If any provision of the Contract shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract shall remain in full force and effect.

## **26. No Waiver**

**26.1** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

## **27. Amendment**

**27.1** Any amendment to the Contract must be done in writing and signed by the University and the Supplier.

## **28. Governing Laws and University's Policies**

**28.1** The Contract and this Business Relation Protocol are construed and governed by the laws of the Province of Ontario and applicable laws of Canada. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for same do not apply.

**28.2** University Policies and Procedures are also applicable to this Business Relation Protocol.

## **29. Interpretation**

**29.1** In the event of a discrepancy or conflict in the interpretation between the English and French versions of these general terms and conditions, the English version will prevail.