

## Service Contract

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Mandatory information that will automatically integrate in the Contract

### Contract details

**Contract Number (Given by your section):**

**Description of Services:** *Complete on p.7 the services to be rendered*

**Date of beginning of Contract (clause 2.1):** (yyyy-mm-dd)

**End date of Contract (clause 2.1):** (yyyy-mm-dd)

**Global value of Contract (the maximum):**

**Proposed rate by the Supplier (hourly, etc.):**

### Information about the Supplier

**Legal name of the Company (of offer and payment):**

**Names of the individuals responsible for delivering the Services (clause 1.2):**

**Individual with authority to sign on behalf of the Company (clause 4.1.1):**

**Title of Signatory:**

**Office address of Signatory:**

**Phone number of Signatory:**

**Email of Signatory:**

**HST number of the Company:**

### Information about the University – Project Authority

**Faculty or Service responsible for the Contract:**

**Name of the individual requiring the Services (contract authority clause 3.1):**

**Title of the Project Authority:**

**Office address of the Project Authority:**

**Phone number of the Project Authority:**

**Email of the Project Authority:**

### Information about the University – person with mandated role within procurement chain

**Individual designated by Administrative Director for the Contract (clause 4.1.2):**

**Title of individual:**

**Office address of individual:**

**Phone Number of individual:**

**Email of individual:**

### Invoice

**Frequency of invoices:**

**Name of individual to receive the invoices:**

**Mailing address for the invoices:**

# CONTRACT

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## Contract Number:

Between

Hereinafter referred to as "Supplier"

And

**University of Ottawa**, a post-secondary educational institution incorporated pursuant to the University of Ottawa Act 1965, S.O. 1965, c. 137, hereinafter referred to as "University", represented by its

The Supplier and the University hereby agree as follows:

## 1. Services

- 1.1 The Supplier shall perform the following service(s) for the University (referred to as the "**Services**") as set out in Schedule "Services" attached to this Contract. If at any time, either party wishes to request or recommend any addition, modification or other changes to the Services ("**Change**"), the Party proposing the Change, will submit a written request for the Change ("**Change Request**") to the other party. All Change Requests will require the authorization in writing by both parties and the work required to effect the Change shall not proceed until the Contract Authority has approved the Change and the pricing for the Change in writing.
- 1.2 The individuals designated as key personnel for the purposes of this Contract and the performance of the Services are \_\_\_\_\_ ("key personnel"). The Supplier shall not substitute or remove key personnel assigned to the performance of the Services without the prior written notice to and approval of the University. Any such substitute or replacement shall have the same or greater competence, experience and qualifications as the key personnel.

## 2. Term

- 2.1 The Supplier shall perform the Services during the period beginning on \_\_\_\_\_ and ending \_\_\_\_\_ (referred to as the "**Term**"). Any extension or renewal of the Term shall be agreed to by the parties by written amendment to this Contract pursuant to clause Amendment of this Contract.

## 3. Project authority

- 3.1 The Services shall be performed under the instruction and authority of :

Name:

Title:

Address:

Tel:

Email:

## 4. Contract authority

4.1 All notices or communications made or required under this Contract shall be directed as follows:

4.1.1 In the case of the Supplier:

Name:  
 Title:  
 Address:  
 Phone number:  
 Email:  
 HST number:

4.1.2 In the case of the University, Chief Administrative Officer (“CAO”) or delegate:

Name:  
 Title:  
 Address:  
 Phone number:  
 Email:

4.2 Only the Contract Authority, Chief Administrative Officer or delegate has the authority to bind the University to any financial obligations under this Contract and approve the issuance of a Purchase Order (“PO”).

## 5. Price and method of payment

5.1 Subject to the terms and conditions of this Contract and satisfactory delivery of the Services, the University agrees to pay the Supplier a fee for the performance of the Services in the following total amount: \_\_\_\_\_ plus HST (Harmonized Sales Tax). The total amount fee is based on the following rate \_\_\_\_\_ paid to the Supplier.

5.2 Any payment for additional fees or expenses beyond those referred to in 5.1 for the performance of the Services or any additional services is subject to the written approval of the Contract Authority.

5.3 Reasonable travel and living expenses incurred by the Supplier’s employees directly as a result of the performance of Services rendered under this Contract for required travel outside the metropolitan area of the employee's usually assigned principal office of employment with the Service Supplier shall be subject to the University’s Policy and Procedures on Travel Expenses. Such expenses shall be at cost without mark-up and supported by copies of all applicable vouchers and receipts

5.4 In no circumstances can hospitality, incidental or food expenses be considered allowable expenses for the Supplier. The Supplier cannot claim and the University will not reimburse such expenses, including meals, snacks, beverages, gratuities, laundry, dry cleaning, valet services, dependent care home management or personal telephone calls.

5.5 The Supplier must send invoices \_\_\_\_\_ by mail to the invoicing address indicated in below:

Invoice shall be sent to:  
 Name:  
 Address:

## 6. Indemnification

- 6.1 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 given by the Supplier, the Supplier's negligent performance of the Services including but not limited to personal injuries, breach or alleged breach of intellectual property rights, environmental non-compliance, product liability and property damage.
- 6.2 This indemnification shall survive the termination of the Contract and shall not derogate in any way from any other rights or remedy which the University may have under the Contract, or otherwise in law or in equity.

## 7. Insurance

- 7.1 The Supplier shall obtain and maintain at its expense full and adequate insurance covering performance of the Services.
- 7.2 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 commercial general liability insurance to cover a minimum of \$2,000,000 per occurrence or as otherwise specified third party claims for death, bodily injury, loss of property or damage to property and where applicable, claims associated with the operation of any vehicles or other equipment owned or leased by the Supplier, its agents, servants, employees or subcontractors working under the Contract and the University shall be declared as an additional insured for the purposes of this contract.
- 7.3 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.
- 7.4 The Supplier must ensure, that the required insurance is continually in place (for example, policies are renewed immediately upon expiration) throughout the Term of the Contract. If requested by the University, the Supplier shall provide the University with a new insurance certificate upon any policy change, including renewal.

## 8. Entire Agreement and Contract Amendment

- 8.1 This Contract, the Schedules attached to it, the University's Business Relation Protocol (Insert link), the University's applicable policies and procedures as may be amended from time to time constitute the whole and entire agreement between the Supplier and the University in connection with the subject matter hereof and supersedes any proposal and any prior agreements, letters, undertakings, declarations, commitments, representations, written or oral, in respect thereof. There are no express or implied terms, conditions, agreements, undertakings, declarations, commitments, representations, or warranties between the parties not expressly provided herein. In the event of conflict or inconsistency within this Contract, such conflict or

inconsistency shall be resolved in the following order of priority: (a) the Contract; (b) Schedule “Services” and Schedule “Non-Disclosure and Confidentiality Agreement” attached to this Contract and (c) the University’s applicable policies and procedures as may be amended from time to time.

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

## 9. Language

- 9.1 The Supplier shall respect the bilingual character of the University and where applicable, provide French-language and English-language customer service, signage and marketing materials in respect of the Services in both French and English. Notwithstanding the general interpretation of the previous sentence, the Supplier shall exercise good faith and due diligence in providing both French and English, including but not limited to: (a) all written and oral communication between the Supplier and University students, University community member or visitor in any format or medium including the Supplier’s website in respect of the Services. Where the Supplier has not complied with this section, the University shall advise the Supplier that it is in default and shall require that the Supplier provide a corrective plan within thirty (30) working days from the date of the notice of default. If the Supplier does not provide the corrective plan within the time limit stipulated herein, or the corrective plan is not acceptable to the University - which acceptance is at the University’s sole discretion - or if the plan is acceptable but not implemented within the specified time period, the University may terminate this Contract pursuant to 16.2 of the University’s Business Relations’ Protocol.



## SCHEDULE “Non-Disclosure and Confidentiality Agreement” to Contract #

I, the undersigned, acknowledge that as a person performing the Services for the University of Ottawa (the “**University**”) as described in the contract between the University and (the “**Supplier**”), contract Number \_\_\_\_\_ dated \_\_\_\_\_ (the “**Contract**”) and in the course of carrying out the Services., I will be entrusted with, or have gained knowledge of, Confidential Information described below and agree on the following terms:

1. **I ACKNOWLEDGE** that the “Confidential Information” means written or oral information which is non-public, confidential or proprietary to the University or which is not generally available to third parties or the utility or value of which is not generally known or its disclosure not recognized as standard practice, whether or not the underlying details are in the public domain. Without limiting the general interpretation of the previous sentence, Confidential Information includes all Information, whether patentable, copyrightable or not, which is acquired or developed by or on behalf of the University from time to time. For example, financial, business and personal data relating to the University, its employees, students, its federated university or other affiliated institutions, its consultants, agents or other representatives; and plans, strategies, systems and methods relating to the activities of the University which are not standard industry practice, or which are not generally known in the industry; and studies, charts, plans, tables and compilations of business and other information acquired or prepared by or on behalf of the University.
2. **I FURTHER ACKNOWLEDGE** that breaches of confidentiality may impact upon the functioning of and adversely affect the University and **THEREFORE, I AGREE** that,
  - a) I will not disclose any such Confidential Information to any person or use such Confidential Information for any purpose other than for the purposes of carrying out the Services under the Contract or as expressly permitted in writing by the University;
  - b) I will take all necessary precautions against unauthorized disclosure of or access to the Confidential Information and shall notify the University’s Contract Authority of any breach or unauthorized disclosure of or access to the Confidential Information as soon as practicable.
  - c) I will discuss any concerns that I may have with any matter relating to my responsibilities under this Agreement with the University’s Contract Authority) the term of this Agreement and the obligation to keep the Confidential Information confidential shall be indefinite unless otherwise determined by the University and the obligations under this Agreement shall survive termination of the Contract
  - d) Upon completion of the Services or at any time as directed by the University, I will dispose of any and all Confidential Information in my possession in such a manner as instructed by the University’s Contract Authority.
  - e) No provision of this Agreement will be deemed waived or any breach excused, unless such waiver or consent excusing the breach is in writing and signed by the University. A waiver of a provision of this Agreement will not be construed to be a waiver of a subsequent breach of the same provision
  - f) I shall not assign all or part of this Agreement without the prior written consent of the University.
  - g) This Agreement will be governed by and construed under the laws of Ontario and the applicable laws of Canada.

**I HAVE READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.  
DATED AT OTTAWA THIS**

Print name

Signature of individual

Print name of witness

Witness signature

## Tool – Instructions to follow to complete this Service Contract

You may add to the *Schedule “Services”* the offer made by the Supplier **OR** you may complete it using this page. Simply copy and paste then fill out the Description of Services onto page 7, the *Schedule “Services”* according to the type of Service required. If the description of services is longer than the page allows, it can be added to the appendix.

### If a Report

1. The Supplier agrees to submit the \_\_\_\_\_ report.
2. The Report Summary should address the following:
  
3. The Report shall be submitted by:

### If Services

1. The Supplier agrees to render the following Services:

### If Milestones

1. The Supplier agrees to complete the following Milestones in respect to the deadline:

**Milestones**

**Deadline**

**NOTE: This page is to be removed before sending the service contract**



**SCHEDULE “SERVICES” to Contract #**

Description of the Services:

### **Tool – Instructions to follow to complete this Service Contract**

**The Service Contract refers to the BRP – Business Relation Protocol. As the Project Authority and Contract Authority, it is your responsibility to review and request that the following information be updated:**

#### **Termination (90 days)**

Please consider the time identified in the BRP is appropriate time for notice of termination for the Services. Consider what length of time you would need if the Supplier were to terminate and stop providing the services. Also consider what would be the shortest or the longest time you would need to give notice to the Supplier that you want them to stop providing the service.

If it is not accurate, modify and add to the Contract by amending the BRP provisions in a Schedule.

#### **Confidentiality**

Does it cover all of the information? Is there any sensitive information in the Services to be rendered?

If it is not accurate, modify and add to the Contract by amending the BRP provisions in a Schedule.

#### **Intellectual Property**

Are there any concerns to address regarding the IP?

If it is not accurate, modify and add to the Contract by amending the BRP provisions in a Schedule.

**NOTE: This page is to be removed before sending the contract**

**SCHEDULE “ ” to Contract #**

**BRP – Business Relation Protocol**

For the purpose of the Contract, the Section of the Business Relation Protocol, Clause hereby amended by removing it and replacing it with the following: