

**GENERAL TERMS AND CONDITIONS**  
**(Purchase of GOODS AND SERVICES)**

1. **The Contract.** The entire agreement between the College and the Contractor for the purchase of goods and services (the “**Work**”) is described in the College’s Contract for Procurement – Statement of Work (the “**SOW**”). Collectively, the agreement is comprised of the following documents: the SOW, these General Terms and Conditions and any additional terms incorporated into the SOW by reference. Together, these documents are the “**Contract**”. The Contract cancels and supersedes all prior agreements or communications on the subject matter of the SOW. For clarity, if the SOW does not contemplate the supply of goods, the provisions relating to goods in this document do not apply.
2. **Contractor Personnel.** The Contractor may engage others to assist it in the performance of the Work or, with the prior written consent of the College, may appoint subcontractors to perform the Work. The Contractor will remain responsible for the acts and omissions of its employees, agents, suppliers, licensors and subcontractors (“**Contractor Personnel**”) in the performance of Contractor’s obligations.
3. **College and Contractor are Independent Parties.** The College and Contractor are contracting as independent contractors and not as principal and agent, employer and employee, joint ventures, or partners. The Contractor is responsible for providing its own tools and equipment to deliver or perform the Work, except as otherwise expressly set out in the Contract. The Contractor assumes full responsibility for making its employee payroll deductions and paying remittances as required by law. The Contractor represents and warrants that, except for individual engagements when the Contractor may dedicate all its resources to performing the Work for the College, the Contractor does not primarily rely on the College for work or for its financial sustainability.
4. **Payment Terms.** The College will pay the Contractor for the Work in accordance with the prices and payment terms set out in the Contract. All prices are deemed to be all-inclusive of all fees, costs, expenses, and charges associated with Contractor’s fulfilment of its obligations under the Contract, except as otherwise expressly set out in the Contract. There are no additional fees, expenses, or other charges payable by the College for the Work unless pre-approved in writing by the College. The College may hold back payment or apply a set off against outstanding payments if the Contractor has failed to comply with any requirement of the Contract.
5. **Shipping (If applicable).** Where goods are being supplied, the Contractor must ship the goods Delivery Duty Paid (DDP-Incoterms, 2018) (equivalent to FOB Destination), to the place of destination specified by the College in the Contract. A packing slip must accompany each shipment indicating the College-issued purchase order number. Title to the goods will pass to the College upon acceptance by the College in accordance with Section 6 (Inspection and Acceptance). In the event of loss or damage during shipping, the Contractor is required to promptly ship replacement goods, at the Contractor’s expense.
6. **Inspection and Acceptance of the Work.** The College shall have 30 calendar days following receipt to inspect and accept the Work. Where the College discovers defective or non-conforming Work, the College may, at its option and without prejudice to any other rights or remedies it may have hereunder or at law: (a) reject the Work and, at the College’s option, obtain a refund or credit of any advance payments, if any have been made; (b) at Contractor’s expense, return goods for repair or replacement; or (c) at the College’s option, obtain a price reduction or re-performance of the Work at no charge to the College. No payment shall be due for the Work until the College has finally accepted the Work. If the College has not notified the Contractor of defects or non-conformances in the Work during the acceptance period, the College will be deemed to have accepted the Work.
7. **Warranties.** The Contractor represents, warrants and covenants that: (a) the Work will be performed in a diligent, good and workmanlike manner in accordance with the committed delivery date(s), and be of a quality at least equal to that generally accepted in the industry or profession for similar work; (b) that the goods are not subject to economic sanctions, will be new and of current production and that, for a period of 1 year following the College’s acceptance of the Work, or such longer warranty period as may be specified in the Contract; and (c) that goods will be merchantable, of satisfactory quality, free from defects in design, material and workmanship, and where applicable, will conform to and perform in accordance with specifications, drawings and samples

accepted by the College or included in the Contract. Work failing to comply with applicable warranties will be, at the College's option and at no charge to the College: (i) returned for a full refund or credit of amounts paid by the College for the defective goods; (ii) repaired; (iii) replaced; (iv) re-performed by Contractor using alternate Contractor Personnel if instructed by the College; or (v) rejected by the College, at no cost or expense to the College and with any shipping and transportation costs and risk of loss and damage in transit borne by the Contractor. Repaired and replaced goods or re-performed services shall be warranted as set forth in this Section. The above warranties, together with any additional Contractor warranties, survive inspection, test, acceptance of, and payment for the Work. Unless otherwise specified in the Contract, if an additional warranty-related obligation (e.g., manufacturer's warranty) sets a warranty time period or warranty standard that is not consistent with a warranty time period or warranty standard set out in this Section, the Contractor shall comply with the longer time period and higher standard.

8. **Intellectual Property.** The Contractor, on behalf of itself and the Contractor Personnel as defined in Section 2, hereby assigns all intellectual property rights in the Work developed pursuant to this Contract to the College. The Contractor represents and warrants that it has obtained, or shall obtain, a waiver of moral rights from any author of any such work, whether during or after the Contract term, at no additional charge to the College. If the Contractor Work, pursuant to the contract, contains Contractor or third party proprietary materials that existed prior to the effective date of the Contract ("**Pre-Existing Materials**"), the Contractor grants to the College a perpetual, paid-up, royalty free, worldwide, irrevocable, transferable and sublicensable license to such Pre-Existing Materials to the fullest extent required by the College to make use of the Work for the College's purposes and for any additional purpose as may be expressly contemplated by this Contract. The Contractor represents and warrants that the provision of any Work under the Contract and the granting of the rights in this section do not induce the infringement, and shall not result in the infringement, of any third-party intellectual property or other rights.
9. **Confidentiality.** Information concerning the business or affairs of either party (and specifically concerning the College's directors, officers, agents, employees, clients, students, and governors) about which the other party becomes aware shall, subject to applicable laws, be treated as confidential and shall only be used by the receiving party for purposes contemplated by the Contract. Each party will take reasonable measures to preserve the confidentiality of the other party's confidential information. The Contractor shall immediately notify the College in the event Contractor discovers any unauthorized disclosure, loss, or release of any College personal or proprietary information in Contractor's possession.
10. **Termination.** The College may, upon notice to the Contractor, terminate the Contract where the Contractor breaches a material term of the Contract. Either party may terminate the Contract at any time and for any reason by giving 30 calendar days prior written notice of termination to the other party. Upon the effective date of termination, or earlier if required by the College, the Contractor shall cease performing the Work and the College shall be responsible only for payment of the Work satisfactorily provided to the date of termination subject to the submission of acceptable invoices within 90 days following the date of termination. The Contractor shall accept the foregoing payment as full and final settlement and satisfaction of all claims of every kind arising from the termination.
11. **Obligations Upon Termination.** Upon termination of the Contract, the Contractor shall provide to the College all materials, information, Work-in-progress and completed Work paid for by the College. Within 7 calendar days following a College termination request, the Contractor shall also return to the College, or in the alternative, if requested by the College, destroy and certify as destroyed, all College property in Contractor's possession.
12. **Indemnity.** The Contractor shall indemnify and hold harmless the College and its officers, directors, agents, employees, or governors, from and against any third party action, claim, demand, cost, charge, loss, and expense (including legal, expert and consultant fees) for: (a) infringement of third-party intellectual property rights; or for bodily injury (including death), personal injury and property damage to the extent resulting from act or omission of Contractor or Contractor Personnel (defined in Section 2); and (b) any Contractor failure to make employee payroll deductions and pay remittances as required by law.

**13. Insurance.**

- 13.1 Except with engagements where the Contractor's Work is performed entirely online and does not require attendance at College property, or where the Contractor is engaged solely as a speaker and is remunerated only for expenses (and may also receive an honourarium), the Contractor shall, at its own cost, maintain liability insurance for the duration of the Contract, including comprehensive commercial general liability insurance on an occurrence basis. This insurance shall include blanket contractual liability and provide coverage in an amount not less than two million dollars (\$2,000,000) per occurrence. Unless otherwise expressly waived by the College, the College shall be named as an additional insured with respect to liability arising out of the Contractor's performance of the Work under this Agreement. A Certificate of Insurance evidencing this coverage shall be provided to the College prior to the commencement of any Work under this Agreement and shall be maintained throughout the term of the Agreement.
- 13.2 If the Contractor's Work includes the provision of professional services, such as but not limited to, IT consulting, software development, data management, or advisory services involving specialized knowledge or expertise, the Contractor shall maintain, at its own cost, professional liability insurance (also known as errors and omissions insurance) with a limit of not less than two million dollars (\$2,000,000) per claim, unless a lower limit is otherwise expressly approved by the College. Evidence of this insurance shall be provided to the College prior to the commence of services and shall remain in effect for the duration of the Contract. The Contractor shall ensure that any such policy includes an extended reporting period of at least 12 months.
- 13.3 Where the Contractor's Work involves access to, handling of, transmission, or storage of confidential, personal, or sensitive electronic information, or includes services related to data management, information technology infrastructure, or cybersecurity, the Contractor shall maintain, at its own expense, cyber liability insurance with a limit of not less than two million dollars (\$2,000,000) per occurrence or claim. Evidence of this insurance shall be provided to the College prior to the commencement of services.

**14. Limitation of Liability.** Neither party shall be liable to the other for indirect, special, consequential losses or for any lost profit or lost opportunity arising from the other party's actions or inactions, even if the party in default was notified of the possibility of such losses, or where the losses were otherwise reasonably foreseeable.

**15. Compliance with laws and College policies.** The Contractor must comply with applicable Canadian federal, provincial, and local laws, regulations, and orders, including those relating to the protection of personal information and privacy, and those relating to workplace health and safety. Except as expressly agreed to by the College in writing, the Contractor will not introduce computer hardware or software to the College's technology infrastructure. The Contractor must also comply with applicable College policies, including policies dealing with employee workplace or classroom conduct, whether or not such policies expressly apply to contractors of the College. Except as expressly agreed to by the College in writing, the Contractor will not make installations to or conduct renovations on College infrastructure, or introduce hazardous waste or consume other than insignificant amounts of utilities. The Contractor will be responsible for its own contribution to the Workers Safety and Insurance Board (or equivalent) and for contributions required for Contractor Personnel.

**16. Dispute Resolution.** The parties shall work in good faith to resolve all disputes arising from this Contract, or the interpretation thereof. Except as otherwise provided, disputes that cannot be resolved by the parties and which a party wishes to have adjudicated shall be referred to confidential arbitration under the Arbitration Act, 1991 S.O. 1991 c.17 and not to a court. The parties shall cooperate in completing any arbitration as expeditiously as possible. Nothing in this Contract shall preclude a party from applying to a court for equitable relief. The foregoing does not limit a party's right to terminate this Contract in the event of a dispute.

**17. Force Majeure.** Except as expressly provided otherwise in the Contract, dates and times by which a party is required to render performance under this Contract will be postponed to the extent and for the period of time that such party is prevented from meeting such dates and times by an Event of Force Majeure, where an "Event of Force Majeure" means any cause beyond the reasonable control of a party. The party whose performance is delayed or prevented by an Event of Force Majeure must provide prompt notice of a Force Majeure Event to the other party and will not be liable for the impacts of such delay or prevention.

18. **Assignment.** The Contractor may not assign any of its rights or obligations under this Contract without the prior written consent of the College. Any act in derogation of the foregoing will be null and void.
19. **General.** Legal notices may be delivered by hand or by email, or by commercial courier service to the party's representative and address specified on the SOW. Notices shall be deemed to have been received upon the earlier of actual delivery, confirmation of receipt by recipient, or the delivery date recorded by the courier company. This Contract may only be amended in writing in a document signed by both parties. **In the event of a conflict or inconsistency between these General Terms and Conditions and any other term or condition detailed in a Contractor's document, notwithstanding any term or condition to the contrary in such conflicting document, these General Terms and Conditions prevail unless the conflicting document specifically identifies the section of this document requiring amendment, and the amendment to this document is signed by a duly authorized College representative.** Any provision which by its nature ought to reasonably survive the termination or expiry of the Contract, including without limitation Section 8 (Intellectual Property) and 9 (Confidentiality) will survive such termination or expiry. This Contract is governed by the laws of the Province of Ontario and each party hereby submits to the exclusive jurisdiction of the courts or dispute resolution venues located in Ottawa.