



GENERAL SERVICES AGREEMENT NUMBER:

SOLICITATION NUMBER:

The Corporation of the City of Port Coquitlam
 (the “City”, “Owner”, “we”, “us”, or “our” as applicable) at the following address:
 2580 Shaughnessy
 Port Coquitlam, BC V3C 2A8
 Contact name:
 Email: purchasing@portcoquitlam.ca

AND

(the “Contractor”, “you”, or “your” as applicable) at the following address:

 , BC
 Contact Name:
 Email:

THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES INDICATED BELOW (COLLECTIVELY, THIS “AGREEMENT”):

<p>SCHEDULE A – Services</p> <p>Services:</p> <p>Term Length: _____ Extension Term(s) Number of Terms: _____</p> <p>Start Date: , 20 _____ Length of Each Extension Term: _____</p> <p>End Date: , 20 _____</p>	
<p>SCHEDULE B – Fees and Expenses</p>	
<p>SCHEDULE C – Approved Subcontractor(s) <input type="checkbox"/> Check if Required</p>	<p>SCHEDULE D – Insurance <input checked="" type="checkbox"/> Check if Required</p>
<p>SCHEDULE E – Privacy Protection <input type="checkbox"/> Check if Required If recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between The City then Schedule must be attached to this contract.</p>	<p>SCHEDULE F – Living Wage Declaration <input type="checkbox"/> Check if Required Attach declaration if required.</p>
<p>SCHEDULE G - Other <input type="checkbox"/> Check if Required</p>	

SIGNED AND DELIVERED, OWNER

On the ____ day of _____ on behalf of the City by its duly authorized representative

Signature: _____

Print Name: _____

Title: _____

WITNESS SIGNATURE

Signature: _____

Print Name: _____

SIGNED AND DELIVERED, CONTRACTOR

On the ____ day of _____ by or on behalf of the Contractor (or by its duly authorized signatory or signatories if the Contractor is a corporation)

Signature: _____

Print Name: _____

Title: _____

WITNESS SIGNATURE

Signature: _____

Print Name: _____

TERMS OF GENERAL SUPPLY AGREEMENT

1. **Definitions** The term the “City” means “The Corporation of the City of Port Coquitlam” and its employees, agents, elected officials and the term “Contractor” means the person, firm, vendor or corporation with whom the City has entered into this Agreement for the provision of services.
2. **Entirety and Acceptance** This Agreement forms the entire contract, and no other terms shall apply unless accepted in writing by the City. The schedules to this Agreement are part of this Agreement.

CONTRACTOR’S OBLIGATIONS

3. **Provision of Services** The Contractor shall provide the services described in Schedule A (the “Services”) in accordance with this Agreement. The Contractor shall provide the Services during and within the term described in Schedule A, regardless of the date of execution or delivery of this Agreement.
4. **Facilities, Approvals and Licenses** Unless the parties otherwise agree in writing, the Contractor shall supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform its obligations under this Agreement.
5. **Standard of Service** Unless otherwise specified in this Agreement, the Contractor shall perform the Services to that reasonable standard of care, skill, and diligence generally exercised by persons providing, on a commercial basis, services similar to the Services.
6. **The Contractor’s Employees** The Contractor must ensure that all persons it employs or otherwise engages to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised in doing so.
7. **Instruction** The City may from time to time give the Contractor reasonable instructions (in writing or otherwise) relating to the performance of the Services, in which case the Contractor must comply with such instructions. However, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.
8. **Reporting** The Contractor must, upon request, fully inform the City of all work done by it or a subcontractor in relation to the provision of the Services.
9. **Records** The Contractor must maintain time records and books of account, invoices, receipts, and vouchers of all costs and expenses incurred in relation to the Services or this Agreement, in form and content, and for a period, satisfactory to the City.

10. **Produced Material** The Contractor must permit the City at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that as a result of this Agreement, are:
 - (a) produced by the Contractor or a subcontractor (the “Produced Material”), including any material in existence prior to the start of the term of this Agreement or developed independently of this Agreement, and which is incorporated or embedded in the Produced Material by the Contractor or a subcontractor (the “Incorporated Material”), or
 - (b) Received by the Contractor or a subcontractor from the City or any other person (the “Received Material”).

In this Agreement, the Produced Material and the Received Material are collectively referred to as the “Material”.

11. **Confidentiality** The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by it or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not disclose or permit its disclosure without the City’s prior written consent except:
 - (a) as required to perform its obligations under this Agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as a result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.
12. **Freedom of Information and Protection of Privacy Act.** As a public body, the City must comply with statutory obligations under the Freedom of Information and Protection of Privacy Act concerning personal information and providing access to information under its control. The Contractor acknowledges and agrees to provide reasonable assistance to the City in complying with its statutory obligations under the Freedom of Information and Protection of Privacy Act.
13. **Security** The Contractor must implement reasonable security arrangements as necessary to protect the Material from unauthorized access, collection, use, disclosure or disposal to or by third parties.

14. **Access** If the Contractor receives a request for access to any of the Material from a third party and this Agreement does not require or authorize it to provide that access, the Contractor must advise the person to make the request directly to the City.
15. **Property Rights** The City exclusively owns all property rights in the Material which are not intellectual property rights owned by the Contractor. The Contractor must deliver any Material to the City immediately upon the City's request.
16. **Intellectual Property Rights** The City exclusively owns all intellectual property rights, including copyright, in
- (a) Received Material that the Contractor receives from the City, and
 - (b) Produced Material, other than any Incorporated Material.
- Upon the City's request, the Contractor must promptly deliver to the City documents satisfactory to the City waiving in the City's favour any moral rights which the Contractor (or its employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in the City of copyright in all Produced Material, other than any Incorporated Material.
17. **Incorporated Material** Upon any Incorporated Material being embedded or incorporated in the Produced Material, the Contractor grants the City non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
18. **Patent Infringement** The Contractor shall indemnify and hold harmless the City against any and all loss, liability or expense attributable to any claim for alleged infringement of patent, copyright, trade mark or trade secret arising out of the performance of the Services provided pursuant to this Agreement and the Contractor, at its sole expense, shall defend each such claim against the City, provided that the City may participate in the defence without relieving the Contractor of its obligations herein.
19. **Privacy** The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.
20. **Insurance** The Contractor must at all times in respect of the performance of the Services maintain and pay for insurance in the form, on the terms and in the coverage amounts and deductibles, as set out in Schedule D.
21. **Tax** The Contractor must apply for and, immediately upon receipt, remit to the City any available refund, rebate or remission of federal or provincial tax or duty that the City has paid the Contractor for, or agreed to pay the Contractor for, pursuant to this Agreement.
22. **Laws** In the performance of this Agreement, the Contractor shall comply with all applicable laws, orders, rules and regulations, including, without limitation, all laws governing occupational health and safety and protection of the environment.
23. **Performance and Safety** The Contractor shall perform all Services hereunder diligently, carefully and in a good and workmanlike manner in accordance with the standard of service herein, and shall furnish all skills, labour, supervision, equipment, materials and supplies required in order to do so. The Contractor shall perform all Services in strict compliance with WorkSafeBC regulations, the Contractor's work safety procedures approved by the City, and in strict compliance with any safety procedures that Contractor has been instructed by the City to follow. On completion of the provision of Services, the Contractor shall remove from the City's property all tools, equipment, waste and debris arising in respect of the Services.
24. **CSA Approval** All electrical equipment used on the City's property under the Agreement must be approved by the CSA or the Province of British Columbia Electrical Energy Board, and must bear the appropriate sticker or label evidencing such approval(s).
25. **Indemnity** The Contractor must indemnify and save harmless the City and its employees and agents from any and all losses, claims, damages, actions, causes of actions, costs and expenses that the City or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which arise out of or occur directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors or subcontractors in providing the Services.
26. **Assignment** Contractor may not, without the City's prior written consent, assign this Agreement, any monies due hereunder or any claim arising in connection therewith.
27. **Subcontractors** The Contractor must not subcontract any of its obligations under this Agreement without the City's prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, shall relieve the Contractor from any obligations it owes under this Agreement. The Contractor must ensure and is solely responsible for ensuring that any subcontractor or other person it retains or engages fully complies with the terms of this Agreement.

28. **Conflict of Interest** The Contractor must not provide any Services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Agreement.
29. **Restrictions on Promotion** The Contractor must not, without the prior written approval of the City, refer for promotional purposes to the City being a customer of the Contractor or the City having entered into this Agreement.

PAYMENT

30. **Payment** If the Contractor complies with this Agreement the City shall pay it for any Services provided under this Agreement, fees and the expenses which, in the City's reasonable opinion, were necessarily incurred by the Contractor in providing the Services as identified in Schedule A, provided that with respect to expenses, it must provide on request to the City proper receipts. In the absence of a further written agreement entered into between the parties, the City is not obliged to pay the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
31. **Statement of Account or Invoice** The City shall not be responsible for the payment for any Services provided without first receiving a written statement of account or invoice delivered in accordance with this Agreement and Schedules. Payment of any invoice or account prior to provision of Services may be made by the City, but such prior payment shall not be deemed to be an acceptance of quality of the Services as invoiced, or at all. The City shall make payment to the Contractor, on all proper invoices and accounts, net 30 days from receipt of the invoice or account.
32. **Payment holdback** Notwithstanding the foregoing, the City may withhold from any payment due to the Contractor an amount sufficient to indemnify it against any liens or third party claims against it that have arisen or could arise in connection with the provision of Services, including without restriction, amounts that may be set off in respect of any Services not in accordance with the requirements of this Agreement.
33. **Prices** All prices, fees, costs, charges and expenses associated with this Agreement shall be in Canadian funds. The Contractor shall not charge any prices for Services in excess of this Agreement unless otherwise agreed to by the City and specified in this Agreement.
34. **Audit** If payment for Services provided is made on the basis that the price directly relates to Contractor's costs or expenses to perform the Services, the City shall have the right to audit

Contractor's records relating to such costs or expenses, at any reasonable time, for one year after the Services were last provided by the Contractor under this Agreement.

35. **Taxes** In the event that Contractor charges GST, the Contractor must provide their GST registration number to the City at the same time as the delivery of the invoice or account to the City.
36. **Non-Canadian Resident** If the Contractor is not resident in Canada, the City may be required to by law, and may as required, withhold income tax from the amount of any payments owing to it and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

TERMINATION

37. The City may terminate this Agreement at any time by giving reasonable notice in writing to the Contractor, and thereupon the City shall be relieved of all further obligations hereunder except for the payment of the balance outstanding for the Services provided prior to the termination in accordance with this Agreement. Termination of this Agreement shall be without prejudice to any other rights or remedies the City may have against the Contractor. In no event shall Contractor be entitled to damages or compensation for anticipated profits that may be lost because of such termination.
38. If the Contractor fails to meet or comply with the terms of this Agreement, the City may terminate this Agreement for cause and pursue other remedies available to the City against the Contractor according to law.

FORCE MAJEURE

39. **Force Majeure** An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 40.
40. **Duties of Affected Party** An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

GENERAL

41. The Contractor is an independent contractor and not the City's employee, agent, or partner. The Contractor must not hold itself out or do anything

- that would result in employees or personnel hired by it or a subcontractor it has engaged being treated as or considered the City's employee. The Contractor must not commit or purport to commit the City to any money unless specifically authorized by this Agreement.
42. The City shall not under any circumstances, including a fundamental breach by it of this Agreement, be responsible or liable to the Contractor for any indirect or consequential damages, including loss of opportunity, loss of profits or loss of use of monies, without restriction, suffered or incurred by the Contractor.
43. If the Contractor is a corporation, it represents and warrants to the City that it has authorized the signatory or signatories who have signed this Agreement on its behalf to enter into and execute this Agreement on its behalf without affixing its common seal.
44. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
45. Time is of the essence in this Agreement.
46. Any notice contemplated by this Agreement, to be effective, must be in writing and either:
- (a) Delivered by hand to the addressee's address specified in this Agreement, or
 - (b) Delivered by email to the addressee's email address specified in this Agreement.
- Either of the parties may give notice to the other of a substitute address or email address from time to time.
47. A waiver of any term of this Agreement or of any breach by the Contractor of this Agreement is effective only if it is in writing and signed by the City and is not a waiver of any other term or any other breach.
48. No amendment, change or other modification of this Agreement is effective unless it is in writing and signed by the parties.
49. In the event of any dispute arising out of or related to this Agreement, the City and the Contractor shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations. By providing written notice to the other party, either party may refer the dispute to be finally resolved by arbitration administered by the *British Columbia International Commercial Arbitration Centre* under its Rules.
50. Sections 9 to 19, 21, 25, 34, 36, 42, 44 and 50 of this Agreement shall survive and continue in force indefinitely following the termination or other end to this Agreement ends.
51. If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the provision in the Schedule is inoperative to the extent of the conflict unless it expressly states that it operates despite a conflicting provision of this Agreement.
52. This Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or email copy) and delivering it to the other party by hand or email.
53. Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the City in the exercise of its powers, duties or functions under the Community Charter or the Local Government Act or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered to the Contractor.

LIVING WAGE

54. The City has established a Living Wage Policy that requires all contractors that are contracted by the City to provide services on City premises, to pay their employees and sub-contractors' employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. This requirement extends only to service contracts that;
- (a) have an total annual value of \$25,000 or more, and
 - (b) are performed on City premises and property for durations in excess of one continuous hour per occasion

In order to determine an employee's hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility.

<http://www.livingwageforfamilies.ca/employers>

A Declaration referencing the City's expectations with regards to compliance of the Policy is attached to this document as seen in Schedule F – Living Wage Declaration. Completion and submission of the Declaration is required prior to Contract award.

In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration.

GENERAL SUPPLY AGREEMENT

SCHEDULE A – SERVICES

DRAFT

GENERAL SUPPLY AGREEMENT**SCHEDULE B -FEES AND EXPENSES FOR SERVICES****1. FEES: Choose one of the following****Daily Rate**

Fees: at a rate of \$____ per day (based on a day of ____ hours) for those days during the term of this Agreement when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, its fees for that day will be reduced proportionally.

Hourly Rate

Fees: at a rate of \$__ per hour for those hours during the term of this Agreement when the Contractor provides the Services.

Rate per Unit/Deliverable

Fees: at a rate of \$____ for each [unit/deliverable] provided by the Contractor as Services during the term of this Agreement up to ____ [units/deliverables].

Flat Rate

Fees: \$____ for performing the Services during the term of this Agreement.

2. EXPENSES:

- a. travel, accommodation and meal expenses for travel greater than [32 kilometers] away from _____ on the same basis as the City pays its [Group I/II?] employees when they are on travel status; and
- b. your actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. [Describe here if any other type of expense to be permitted]

3. MAXIMUM AMOUNT PAYABLE: [if applicable]

Maximum Amount: \$____ is the maximum amount of fees and expenses which the City must pay to the Contractor under sections 1 and 2 of this Schedule.

4. STATEMENTS OF ACCOUNT:

In order to obtain any payment under this Agreement the Contractor must deliver to the City one or more a written statements of account in a form satisfactory to the City containing:

- a. the Contractor's legal name and address;
- b. the date of the statement, and the month or period to which the statement pertains;
- c. the Contractor's calculation of all fees claimed, including a declaration by it of

[Choose one of the following:

- For Daily Rate Situations – “all hours worked during the month”;
- - For Rate per Unit/Deliverable situations – “all (units/deliverables) provided during the month”]

for which the Contractor claims fees and a description of the applicable fee rates;

- d. a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable;
- e. a description of this agreement;
- f. a statement number for identification; and
- g. any other billing information reasonably requested by the City.

City Contract No:

General Services Agreement – Professional Services

GENERAL SUPPLY AGREEMENT

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

GENERAL SUPPLY AGREEMENT

SCHEDULE D – INSURANCE and BUSINESS LICENSE

Insurance

1. The Contractor must, without limiting its obligation or liabilities herein and at its own expense, purchase and maintain throughout the term of this Agreement the following insurance’ with insurers licensed in Canada in forms and amounts acceptable to the City

(a) **Commercial General Liability Insurance** in an amount not less than <\$2,000,000> inclusive per occurrence against bodily injury, personal injury, death, and property damage and including liability assumed under this Agreement and this insurance must:

- (i) Include the City as an additional insured;
- (ii) Be endorsed to provide the City with 30 days advance written notice of cancellation or material change;
- (iii) Include a cross liability clause and
- (iv) Include;

(1)Products and completed Operations Liability	(2)Owner’s and Contractor’s Protective Liability
(3)Blanket Written Contractual Liability	(4)Contingent Employer’s Liability
(5)Personal Injury Liability	(6)Non-owned automobile liability
(7)Employees as Additional Insured	(8)Broad Form Property Damage

(b) **Contractors equipment insurance** covering machinery and equipment used by the Contractor for performance of the Agreement in such adequate forms and amounts as will enable prompt replacement and repair of the equipment, and

(c) **Automobile Liability Insurance** covering owned automotive vehicles in an amount not less than <\$5,000,000>; and

(d) **Professional Liability Insurance**, where applicable, in an amount not less than <\$2,000,000>, insuring the Contractor’s liability resulting from errors and omissions in the performance of professional services under this Agreement.

(e) Umbrella or excess liability in an amount not less than <\$1,000,000>, to bring Commercial General Liability to <\$2,000,000>,

(f) Umbrella or excess liability in an amount not less than <\$5,000,000> to bring Automobile Liability to <\$5,000,000>.

(g) [consider whether other types of insurance are required]

2. All insurance described in paragraph 1 of this Schedule must:

- (a) Be primary; and
- (b) Not require the sharing of any loss by the City or by any insurer of the City.

3. The Contractor must, at the reasonable request of the City, provide the City with evidence of all required insurance, WorkSafeBC and business license in a form acceptable to the City prior to commencing the work. Such insurance evidence shall be in the form of a completed City of Port Coquitlam Certificate of Insurance as seen in the ‘Required Supplier Documentation’ section at the City’s web-site as seen at the following address.

<https://www.portcoquitlam.ca/business-development/purchasing/>

Where and as when requested by the City, the Contractor shall provide certified copies of required insurance policies.

WorkSafeBC

4. Worker’s Compensation Insurance or coverage in full compliance with all laws of the jurisdiction in which the work is performed;

5. Where the Service performed requires a Prime Contractor designation, the designation shall be in the form of a completed City of Port Coquitlam “Prime Contractor Designation Form as seen at the following address.

<http://www.portcoquitlam.ca/Assets/Purchasing/Prime+Contractor+form+for+purchasing.pdf>

Business License

6. The Contractor must provide evidence of either a business license from The Corporation of the City of Port Coquitlam or a Tri Cities inter-municipal business license.

General

7. If the insurance policy(ies), WorkSafeBC and business license expire before the end of the term of this Agreement, the Contractor must provide 10 working days prior to the expiration, evidence of new or renewal policy(ies) of all expired insurance and business license in a form acceptable to the City.

8. The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.

GENERAL SUPPLY AGREEMENT**SCHEDULE E – PRIVACY PROTECTION****Definitions**

1. In this Schedule,
 - (a) **“access”** means disclosure by the provision of access;
 - (b) **“City”** means The Corporation of the City of Port Coquitlam
 - (c) **“Act”** means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (d) **“contact information”** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address or business email of the individual;
 - (e) **“personal information”** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between The City and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the City to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a goods and/or service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must collection personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the City to answer questions about the Contractor’s collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the City to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City unless the Agreement expressly requires the Contractor to provide such access and, if the City has advised the Contractor of the name or title and contact information of an official of the City to whom such requests are to be made, the Contractor must also promptly provide that official’s name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the City to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the City must advise the Contractor of the date the correct request to which the direction relates was received by the City in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the City, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City and, if the City has advised the Contractor of the name or title and contact information of an official of the City to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the City otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the City in writing to dispose of it or to deliver it as specified in the direction.

Use of personal information

15. Unless the City otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement

Disclosure of personal information

16. Unless the Agreement otherwise specifies or The City otherwise directs in writing, the Contractor must not disclose personal information to any person other than The City.

Notice of foreign demands for disclosure

17. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the City and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control. The Contractor must immediately notify the City. In this section, the phrase “unauthorized disclosure of personal information” will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

19. In addition to any other rights of inspection the City may have under the Agreement or under statute, the City may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect any personal information in the possession of the Contractor or any of the Contractor’s information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

20. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction give by the City under this Schedule.
21. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

22. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the City of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

23. In addition to any other rights of termination which The City may have under the Agreement or otherwise at all, the City may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contract to comply with this Schedule in a material respect.

Interpretation

24. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
25. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
26. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
27. If a provision of the Agreement (including any direction given by the City under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
28. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
29. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.