MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (Ref: Request for Proposals nnnnnn)

BETWEEN:

Halifax Regional Municipality (the "**Municipality**")

OF THE FIRST PART

- and –

NAME OF SUPPLIER (the "**Supplier**")

OF THE SECOND PART

WHEREAS The Municipality has initiated project number [insert project number] (the Project)

WHEREAS the Municipality issued the above referenced Request for Proposals dated mmm dd, 20yy, (the "RFP"), inviting submission of proposals to provide the Services, as hereinafter defined;

AND WHEREAS the Supplier submitted a proposal to the Municipality dated mmm dd, 20yy, (the "Proposal") in response to the RFP;

AND WHEREAS the Municipality has agreed to retain the Supplier to provide the Services, subject to the parties entering into an agreement with respect thereto;

THEREFORE in consideration of the mutual promises set out herein, the Supplier and the Municipality agree as follows:

1. SERVICES AND TERM

1.1. The Supplier agrees to provide and deliver the services and/or products and perform the work (collectively the "Services") described in Schedule A hereto, in accordance with the terms and conditions of this Agreement, during the period commencing on the nnth day of mmm, yyyy, and expiring on the nnth day of mmm, yyyy (the "Term").

1.2. The Supplier shall provide the Services and discharge its duties to the Municipality hereunder in a competent, professional and timely manner to the standard of care ordinarily exercised by other members of its profession under similar circumstances, and shall assign only duly qualified, competent and skilled personnel to carry out its obligations to the Municipality under this Agreement.

1.3. The Services shall be delivered on time and in accordance with the delivery schedule agreed to by the Municipality and conform in all respects with the Municipality's requirements. The Services shall not be deemed to be completed to the satisfaction of the Municipality or accepted by the Municipality until all

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requirements have been met by the Supplier in accordance with the terms and conditions of this Agreement.

1.4. The Municipality may, in its sole discretion renew this agreement on a time and materials basis for the duration of the Project, by giving the Supplier notice of the intent to renew this agreement, at least thirty (30) calendar days before the end of the then Current Term.

1.5. If the Municipality agrees to renew this Agreement any such renewal shall be on the terms and conditions agreed herein, and any amendment to this Agreement reflecting such renewal shall be signed by the parties prior to the expiration of the Term. Nothing in Article 1.4 or his Article 1.5 shall constitute or be deemed to constitute any assurance or representation by the Municipality to the Supplier that this Agreement will be renewed.

2. PRICE AND PAYMENT

2.1. The total amount payable to the Supplier under this Agreement, including out of pocket expenses, shall not exceed AMOUNT dollars ($nnnn.00) (exclusive of applicable taxes) without the prior written authorization of the Municipality. The Supplier shall not be entitled to receive payment for any Services it provides hereunder that exceed this amount ("Excess Services") unless the Municipality has given prior written authorization to the Supplier to undertake the performance of any Excess Services.

2.2. Subject to the terms and conditions of this Agreement, in consideration for the Services requested by and performed to the satisfaction of the Municipality, the Municipality shall pay the Supplier a fixed fee and/or a fee based on time-based rates for personnel employed or engaged by the Supplier, in accordance with Schedule B.

2.3. Each invoice submitted by the Supplier for payment shall contain a detailed description of the Services in respect of which it is being remitted, and all such other information as specified by the Municipality from time to time for inclusion therein. Subject to verification by the Municipality, invoices will be paid thirty (30) days following receipt. Payments will be administered through the Municipality's electronic payment process. Upon execution of this agreement the Supplier shall send payables information to hrmaplink@halifax.ca.

2.4. The Municipality encourages vendors to offer prompt payment discounts. HRM encourages vendors to offer prompt payment discounts. Subject to the conditions of this Article 2, where discounts are offered HRM will endeavour to pay invoices within the discount period.

2.5. The Supplier shall submit invoices monthly in proportion to the progress made with each phase of the Services. Invoices must show the authorized purchase order number, itemized list of services being invoiced for, time spent by each employee on the project in the billing period, expenses incurred on the project during the billing period, a total showing how much money is billed in the current billing period, a running total showing how much money has been billed previously, total billed to date (i.e. current plus previous invoices), as applicable, and a Supplier contact

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name and phone number for invoice problem resolution should the need arise. Agreed charges for freight, postage, insurance, crating or packaging, etc. must be shown as separate line item on the invoice(s). HST must also be shown as separate line items on the invoice. The Municipality will not be considered in default of payment terms if the payment process is delayed due to the Supplier's failure to comply with the requirements of Article 2.

2.6. No payment by the Municipality to the Supplier hereunder shall be or construed to be an acceptance or approval by the Municipality of incomplete, defective or improper performance by the Supplier of any of its obligations under this Agreement, or operate to relieve the Supplier from the performance of any of its obligations hereunder that have not been performed in accordance with the requirements set out herein.

2.7. The Supplier is responsible for paying its own costs and expenses incurred in connection with its performance of the Services. For greater certainty, telephone, copying, courier, travel and parking costs will not be reimbursed by the Municipality.

2.8. The Municipality may set-off any amount due or owing to the Supplier pursuant to this Agreement against any amounts the Supplier owes to the Municipality.

3. SUSPENSION AND TERMINATION OF AGREEMENT

3.1 HRM shall be entitled to suspend and/or terminate the Agreement for cause, upon the occurrence of any of the following events, each of which shall constitute an "Event of Default":

a) Supplier breaches or fails to comply with the Agreement and such breach or failure is not remedied by Supplier to the reasonable satisfaction of HRM within ten (10) days after written notice from HRM to remedy the breach or failure;

b) Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of Supplier;

c) Supplier repudiates its obligations under the Agreement; or

d) HRM determines that any statement, representation or warranty made by Supplier in its Supplier Proposal or in the Agreement was untrue or incorrect.

3.2 If the Agreement is suspended or terminated as a result of an Event of Default, Supplier shall be responsible for and shall reimburse HRM for all loss, costs and damages incurred by HRM as a result of or arising from the Event of Default, including any costs incurred by HRM to correct any defects or deficiencies in any of the Goods or Services, and any costs incurred by HRM to procure the Goods or Services or any part thereof from another provider.

3.3 HRM may, at its sole discretion, and at any time suspend all or part of the Agreement with or without cause, upon giving written notice to Supplier. When a notice of suspension is received by Supplier, Supplier shall suspend all operations in respect of the Agreement except those that HRM determines are necessary to continue. Supplier shall, subject to taking all reasonable measures to mitigate, be paid its reasonable costs associated with any such suspension. If

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a period of suspension lasts for more than sixty (60) days, Supplier may, upon giving notice in writing to HRM, terminate the Agreement.

3.4 HRM may, at its sole discretion, and at any time, terminate the Agreement without cause upon giving thirty (30) days prior written notice of termination to Supplier. In such event, Supplier shall be entitled to receive payment for the Goods it has delivered to HRM and for which acceptance has been provided, and for Services it has satisfactorily performed up to the date of termination. Payments to Supplier of the foregoing amounts shall constitute full and final satisfaction of HRM's obligations to Supplier under the Agreement.

3.5 In the event the Agreement is terminated by HRM pursuant to this Section, Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.

3.6 Neither the expiration nor the earlier suspension or termination of this Agreement shall relieve, or be deemed to relieve, the Supplier from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, or which by their nature are intended to survive the expiration or earlier termination of this Agreement, including but not limited to all warranties given by the Supplier in respect of the Services , and those duties and obligations of the Supplier set out in Article 4 (Confidentiality), Article 5 (Material Rights), Article 8 (Insurance, Liability and Indemnity) and Article 15 (Accounts and Audit).

4. CONFIDENTIALITY

4.1. The Supplier acknowledges and confirms that all information provided to it by the Municipality hereunder, or to which the Supplier has access as a result of providing the Services to the Municipality is confidential information ("Confidential Information"). Unless required by law or an order of a court of competent jurisdiction, such Confidential Information shall not, either during the Term or at any time thereafter, be disclosed by the Supplier, without the prior written consent of the Municipality, to any third party or to any employees of the Supplier, other than its employees who are directly involved in providing the Services.

4.2. The Supplier shall implement and maintain security standards and procedures for the safeguarding of the Municipality's Confidential Information to prevent unauthorized access thereto and to ensure compliance with applicable legislation. The Supplier agrees to promptly notify the Municipality in writing upon becoming aware of a breach of either the Supplier's security standards and procedures or the Municipality's security policies, or any unauthorized disclosure of information that the Supplier is required to keep confidential under applicable law. The Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure described in this Article 4.

4.3. The Supplier acknowledges and agrees that the Municipality may disclose this Agreement or portions thereof as may be required pursuant to the *Freedom of Information and Protection of Privacy* provisions contained in *Part XX* of the *Municipal Government Act (Nova Scotia).*

4.4. If the Supplier is a "service provider" as defined in the *Personal Information International Disclosure Act*, *(Nova Scotia*) ("PIIDPA") as a result of the type of

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Services that it is providing to the Municipality under this Agreement, the Supplier represents, warrants and undertakes to the Municipality that it shall comply with its obligations under PIIDPA and the terms and conditions contained in the Privacy Protection Schedule, attached as Schedule C to this Agreement.

4.5. The Supplier acknowledges that the Municipality has entered into a service agreement with IBM Canada for the provision of SAP Enterprise Resource Planning (ERP) solutions and related services and may enter into service agreements with other providers of comparable services. The Supplier irrevocably agrees that notwithstanding anything contained in this Agreement, the Municipality is authorized to disclose this Agreement or portions thereof to IBM Canada and SAP Canada and to any other provider of comparable services to the Municipality, solely to enable IBM Canada and SAP Canada, and where applicable such other service provider, to fulfill its obligations under its service agreement with the Municipality, and for no other purpose whatsoever.

5. MATERIAL RIGHTS

5.1. All findings, data, surveys, research, working papers, drawings, spreadsheets, evaluations, databases and documents, regardless of storage format or whether in draft or final form that are collected, created or produced by the Supplier in the performance of this Agreement (collectively the "Materials") are the exclusive property of the Municipality. All intellectual property rights, including patents, copyrights, trademark and industrial design in the Materials, with the exception of any pre-existing intellectual property rights of the Supplier therein, are the sole property of the Municipality, are hereby irrevocably assigned by the Supplier to the Municipality and the Supplier herewith waives all moral rights in those Materials.

5.2. All research reports, surveys, findings, data and other information comprising the Materials are Confidential Information of the Municipality and are subject to the provisions of Article 4 of this Agreement.

5.3. Municipality reserves the right, in its sole discretion, to publish or release, in whole or in part, or to refrain from publishing or releasing, any research, reports, information, audio visual materials, information or data produced by the Supplier in the performance of the Services under this Agreement.

5.4. The Supplier shall ensure that the Municipality has all licences that are needed for any software that the Municipality will require to lawfully continue using all deliverables that the Supplier has agreed to provide as part of the Services.

5.5. The Supplier hereby grants to the Municipality a perpetual non-exclusive licence to use any computer software or designs of a generic nature to which the Supplier holds copyright, and that may be included in any work product comprising any part of the Services delivered to the Municipality under this Agreement.

5.6. If the Municipality requests, the Supplier shall provide or return to the Municipality all Materials in its possession and/or destroy all copies thereof, and no such Materials shall thereafter be retained in any form by the Supplier.

6. INDEPENDENT CONTRACTOR

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6.1. This Agreement is a contract for the performance of the Services. The Supplier is engaged by the Municipality hereunder as an independent contractor and shall not at any time hold itself out as an employee, servant or agent of the Municipality. No partnership, joint venture, agency or other legal relationship is created or deemed to be created by this Agreement or any actions of the parties hereunder. The Supplier shall not have authority under this Agreement to bind the Municipality, or to commit the Municipality to the payment of money to any third party.

7. COMPLIANCE WITH LAWS

7.1. The Supplier shall comply with all applicable laws governing the conduct of its business and the provision of the Services to the Municipality. The Supplier agrees to maintain in good standing all licences, permits, registrations or authorizations it is required to obtain in order to lawfully provide the Services in Nova Scotia. Without limiting the foregoing, professional personnel performing any part of the Services on behalf of the Supplier shall be required to comply with all applicable professional registration or licensing requirements in effect in Nova Scotia at the time such Services are being performed.

7.2. Neither the acceptance of the Supplier's Proposal, nor the execution of this Agreement by the Municipality, shall be or deemed to be approval or authorization by the Municipality to anything related to the business or operations of the Supplier or the provision of the Services that requires any permit or licence or approval pursuant to federal, provincial or municipal legislation, regulations or bylaws.

7.3. The Supplier shall promptly provide to the Municipality, upon request, copies of all permits, licences, authorizations and registrations that it is required to obtain in order to provide the Services, as well as evidence of the Supplier's compliance with laws applicable to the performance of the Services.

8. INSURANCE, LIABILITY AND INDEMNITY

8.1. The Supplier shall indemnify and hold harmless the Municipality, its councillors, employees, servants and agents from and against all claims, demands, losses, costs (including legal fees), damages, actions suits or proceedings in respect of claims by a third party, provided such claims are alleged or attributable to (i) the negligent performance of the Services by the Supplier or by those for whom the Supplier is responsible in law; (ii) a breach of this Agreement by the Supplier; or (iii) an allegation that the Services, or any part thereof, violate the intellectual property rights of a third party.

8.2. Any and all claims (except claims by third parties), whether in contract or tort, which the Municipality has or may have against the Supplier in any way arising out of, or related to, the Supplier's duties and responsibilities shall be limited to the greater of (i) the total amounts paid to the Supplier under the Agreement; or (ii) $5,000,000.

8.3. If the Supplier or its workers are in an industry prescribed by regulation to be included in the Worker's Compensation Act of Nova Scotia the Owner will verify prior to award that the Bidder is registered and in good standing with the Workers

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Compensation Board of Nova Scotia. The Workers Compensation Board of Nova Scotia "MyAccount" website will be the sole source of this information. The Owner reserves the right to reject bids from Bidders who are not in good standing.

8.4. The Supplier shall at all times during the Term and for an additional period of one (1) year thereafter carry the following insurance:

a) Professional liability insurance (if applicable to the Services);

b) General liability insurance (including non-owned automobile coverage) with HRM named as an additional insured; and

c) Automobile liability insurance with HRM named as an additional insured.

8.5. Each of the aforementioned policies shall have policy limits not less than five million dollars ($5,000,000) per claim, aggregate limits not less than five million dollars ($5,000,000) within any policy year, and deductible amounts not exceeding fifty thousand dollars ($50,000).

8.6. The Supplier shall provide to HRM, prior to HRM signing this Agreement, a certified copy of the insurance policy evidencing that the insurance required is in effect.

8.7. The Supplier shall be required to provide HRM with a certificate of renewal for each insurance policy not later than fifteen (15) days prior to the expiry date of the applicable policy.

8.8. Upon request from HRM during the Term of this Agreement, the Supplier shall make copies of its insurance policies available to HRM for HRM's inspection.

8.9. The insurance to be maintained by the Supplier hereunder shall:

a) be issued by financially sound insurers acceptable to HRM and licensed to carry on business in Canada;

b) require the insurer to provide HRM with at least thirty (30) days' prior written notice of a material change in the policy or termination or cancellation of the policy.

c) provide coverage for liability arising out of property damage, loss, personal injury (including death), or any other damage resulting from any act or omission of the Supplier, its officers, directors employees, servants, and agents.

d) be primary insurance without right of contribution of any other insurance carried by the Supplier or by HRM.

e) Neither the failure of Supplier to provide the certificates of insurance required under this Section nor HRM's failure to demand delivery of said certificates will operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this Section.

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Supplier will hold HRM harmless from any liability arising as a result of any such failure(s).

9. RESOURCES

9.1. In the event that the Supplier requires access to equipment or office space of the Municipality in order to carry out any part of the Services, the Supplier shall comply with all applicable safety and security legislation and all policies and directives of the Municipality relating to any buildings, premises, equipment or software to which the Supplier is given access.

9.2. The Supplier shall assign a sufficient number of qualified, competent and skilled personnel to carry out its obligations under this Agreement. In the event that the Supplier's Proposal included the names or titles of specific personnel or any proposed subcontractor to provide the Services, or any part thereof, the Supplier's personnel and any subcontractors so indicated in the Proposal shall be required to provide the Services and no substitutions shall be permitted without the prior written consent of the Municipality. If the Municipality, in its sole discretion, considers a proposed substitute to be acceptable, the Municipality may consent to the substitution, provided however that such consent may be subject to such terms and conditions as the Municipality designates in writing to the Supplier. Notwithstanding the foregoing, the Municipality shall have the right at any time, in its sole discretion, to require that the Supplier replace, at no cost or expense to the Municipality, any Supplier personnel or subcontractor involved in providing the Services whom the Municipality determines to be unsuitable, and in such event, the Supplier shall immediately appoint a duly qualified, competent and skilled replacement to fill the position vacated.

10. TITLE AND ACCEPTANCE

10.1. Unless otherwise expressly provided in this Agreement, title to all deliverables, or any part thereof, comprising the Services to be provided by the Supplier shall vest in the Municipality on delivery and acceptance by the Municipality. Upon payment being made by the Municipality on account of materials, parts, work in process, or finished work, title therein shall vest in and remain with the Municipality, provided however that the risk of any loss or damage thereto shall remain with the Supplier until their acceptance by the Municipality. Vesting of title in the Municipality as a result of payments made by the Municipality to the Supplier shall not constitute acceptance, or be deemed to constitute acceptance, by the Municipality of any such materials, parts, work in progress or finished work, and shall not relieve the Supplier of its obligations to perform the Services in accordance with the requirements of this Agreement.

10.2. The Supplier shall promptly pay for all labour, services and materials that it requires to provide the Services. The Supplier agrees that it shall not do or permit anything to be done that would result in any liens, charges or encumbrances being placed on or attaching to any materials, parts, work in process, finished work or deliverables comprising the Services to be provided to the Municipality under this Agreement.

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11. FORCE MAJEURE

11.1. The Supplier shall not be liable for a failure or delay in performing any of its obligations hereunder that occurs without the fault or negligence of the Supplier and is attributable solely to a cause beyond its reasonable control ("Force Majeure Event"). For the purposes of this Agreement, the following shall be considered to be a Force Majeure Event: floods, fire, explosion, power failure, acts of God, war, civil commotion, the enactment of any law, order, regulation or bylaw, labour strikes, slowdowns, picketing and boycotts.

11.2. Where the Supplier claims that a Force Majeure Event has occurred, the Supplier shall be required to give immediate written notice thereof to the Municipality, which notice shall describe the Force Majeure Event, its cause, the probable duration of the delay resulting therefrom, and the steps being taken by the Supplier to mitigate the impact of the Force Majeure Event on the performance of the Supplier's obligations hereunder.

11.3. Notwithstanding the foregoing provisions of this Article 11, if a delay or failure arising from a Force Majeure Event continues for ten (10) consecutive days, the Municipality may, in its sole discretion, terminate this Agreement upon three (3) days prior written notice to the Supplier. In the case of termination by the Municipality pursuant to this Article 11.3, the Supplier shall be entitled to receive payment only for the Services provided prior to the termination date which have met the requirements of this Agreement, and such payment shall constitute full and final satisfaction of the Municipality's obligations to the Supplier hereunder.

12. REPRESENTATIONS AND WARRANTIES

12.1. The Supplier represents and warrants to the Municipality, with the intention and knowledge that the Municipality is relying on each such representation and warranty in entering into this Agreement, that:

a) All statements contained in the Supplier's Proposal, and any certificate or other document delivered to the Municipality under this Agreement or in connection with the Services to be provided hereunder are true and correct;

b) The Supplier has no knowledge of any fact that may materially adversely affect the Supplier's business or operations or its financial condition, or its ability to fulfill its obligations to the Municipality under this Agreement;

c) The Supplier has the personnel, experience, qualifications and other resources to provide the Services in accordance with the requirements of this Agreement;

d) The Supplier has the corporate power and legal capacity to enter into, fully perform, and meet all of its obligations under this Agreement on the terms and conditions set out herein;

e) This Agreement has been duly authorized, executed and delivered by the Supplier and constitutes a valid and binding obligation of the Supplier; and

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f) The Supplier can perform the Services, and the Municipality shall be entitled to utilize the Services, in accordance with the requirements of this Agreement without infringing any trade secret, patent, copyright, industrial design or other intellectual property right enforceable in Canada, and the Supplier has obtained, and will maintain, at its own expense, all requisite and appropriate authorizations and permissions, including those concerning any licenses, assignments, copyrights, patents and other intellectual property rights that are required by the Supplier to meet its obligations to the Municipality hereunder.

13. CONFLICT OF INTEREST

13.1. The Supplier shall not permit an actual or potential conflict of interest to arise between its obligations to the Municipality under this Agreement and its obligations to any third party. The Supplier shall immediately notify the Municipality in writing if any such potential or actual conflict of interest should arise at any time during the Term.

14. ASSIGNMENT AND SUBCONTRACTING

14.1. The Supplier shall not assign this Agreement or any of its rights or obligations hereunder, or subcontract the performance of any of the Services without the prior written consent of the Municipality, which consent may be withheld by the Municipality in its sole discretion. Any purported assignment or subcontracting by the Supplier without such consent shall be of no force or effect.

14.2. The Municipality's consent to an assignment of this Agreement, or the subcontracting of the performance of any of the Services to be provided by the Supplier hereunder, shall not relieve the Supplier from any of its obligations under this Agreement and the Supplier shall, notwithstanding any such consent by the Municipality, remain responsible for the performance of the Services and all other obligations of the Supplier set out herein.

15. ACCOUNTS AND AUDIT

15.1. The Supplier shall keep proper and accurate books and records, including all invoices, receipts and vouchers, relating to the Services and all expenditures and commitments made in connection therewith. The Supplier shall make such books and records available to the Municipality for review or audit within ten (10) days following receipt of a request from the Municipality to do so. The Supplier agrees that it shall retain all such books and records and make them available for review or audit by the Municipality for a period of three (3) years after the date of final payment by the Municipality hereunder. Any review or audit by the Municipality pursuant to this Article 15.1 shall be carried out by the Municipality at the Municipality's expense.

16. NOTICES

16.1. Any notice to be given under this Agreement by the Municipality or the Supplier shall be in writing and delivered by hand, by email transmission or by registered mail, to the other party at the address and to the attention of the contact individual

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indicated below:

To The Municipality:
c/o Contract Administrator
Procurement
PO Box 1749
Halifax, NS B3J 3A5
[insert Contract Administrator's email address]

To the Supplier:
[Insert Supplier's mailing address]
[Insert Supplier's email address]

A notice shall be deemed to be duly given and received upon delivery, if delivered by hand; upon receipt of the email transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either party may change its address or contact for receipt of notices, provided that such party gives notice thereof in accordance with this Article 16.1 and confirms the effective date of the change in such notice.

17. AGREEMENT AND AMENDMENTS

17.1. This Agreement constitutes the entire agreement and understanding between the Supplier and the Municipality with respect to the Services, and supersedes all prior negotiations, communications and other agreements, whether written or oral, relating to the subject matter hereof. Any amendment or modification to this Agreement shall have no force or effect unless it is in writing and signed by duly authorized representatives of each of the Municipality and the Supplier.

17.2. The following documents form part of this Agreement:

a) These Articles of Agreement; and
b) The Schedules;

In the event of any conflict or inconsistency between or among any of the foregoing, the documents comprising this Agreement shall be given precedence in the following order:

a) These Articles of Agreement; and amendments hereto;
b) Schedule A.1;
c) Schedule A.2;
d) Schedule B; and
e) Schedule C (if applicable)

18. WAIVER

18.1. No term or provision of this Agreement, and no breach of this Agreement by the Supplier, shall be deemed to be waived or excused by the Municipality unless such waiver is in writing and signed by the Municipality. The waiver by the Municipality of any breach of a term or provision of this Agreement shall not be or be deemed to be a waiver of any continuing or subsequent breach by the Supplier of the same or any other term or provision of this Agreement.

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19. REMEDIES CUMULATIVE

19.1. The rights and remedies of the Municipality set out in this Agreement are cumulative, and are in addition to and not in substitution for any other rights or remedies available to the Municipality at law or in equity.

20. DISPUTES

20.1. If a dispute arises between the Municipality and the Supplier arising out of or relating to this Agreement, or the subject matter hereof, the Municipality and the Supplier agree that they shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. Disputes shall promptly be referred by each party to their respective senior management representatives who have the authority to resolve and settle any such disputes on their behalf. In the event that such representatives cannot resolve the dispute within ten (10) days, or such longer period as the parties may agree in writing, either party may elect, upon giving prior written notice to the other party, to resolve the matter through litigation proceedings in the courts of Nova Scotia. Notwithstanding the foregoing, nothing in this Article 20.1 shall prevent the Municipality from exercising its rights of termination set out in Article 3.1 or Article 11.3 hereof, in the circumstances described therein.

21. ENUREMENT

21.1. This Agreement shall enure to the benefit of and be binding on the Municipality and on the successors and permitted assigns of the Supplier.

22. GENERAL

22.1. **Municipality's Representative** All references in this Agreement to the Municipality, include any person duly authorized to act on behalf of the Municipality hereunder

22.2. **Headings and Interpretation** The division of this Agreement into Articles and the insertion of headings are for convenience of reference only and do not affect its interpretation. Except where the context requires otherwise, references to the terms "herein," "hereof," "hereunder" and similar expressions refer to this Agreement as a whole, and not to any specific Article or Schedule.

22.3. **Time of the Essence** Time shall be of the essence in this Agreement.

22.4. **Currency:** All dollar amounts referred to in this Agreement are Canadian dollars, unless expressly provided.

22.5. **Offers of Employment:** Each of the parties agrees that it shall not, without the prior written consent of the other party, at any time prior to the expiration or earlier termination of this Agreement, or within a period of six (6) months thereafter, solicit personnel then in the employ of the other party, who either are, or were, directly involved in the performance or administration of this Agreement, to terminate their employment with that other party.

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22.6. **Partial Invalidity:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining terms and conditions shall nevertheless remain in full force and effect.

22.7. **Counterparts:** This Agreement may be signed by the Municipality and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Agreement to the other party.

22.8. **Further Assurances:** The Supplier and the Municipality agree to execute and deliver all such further documents and instruments, and do or cause to be done all such acts and things, as either party may reasonably consider necessary to evidence the intent and meaning of this Agreement.

22.9. **RFP References:** All references in this Agreement to “RFP” mean and include any amendments that were made thereto by the Municipality.

22.10. **Words in the Singular:** Where the context so requires in this Agreement, words in the singular include the plural and vice versa.

23. GOVERNING LAW

23.1. This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

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IN WITNESS WHEREOF the Municipality and the Supplier have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

WITNESSED BY:

DATED AT City, Province
nnth day of mmm, yyyy

NAME OF SUPPLIER

Witness Signature

For the Supplier

WITNESSED BY:

DATED AT City, Province
nnth day of mmm, yyyy

HALIFAX REGIONAL MUNICIPALITY

Witness Signature

For the Municipality

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SCHEDULE A

SCOPE OF WORK

This Schedule A incorporates by reference the following documents:

Schedule A.1 Request for Proposals

RFP nnnnnn **issued by the Municipality on** mmm dd, 20yy, which describes the Services to be delivered by the Supplier to the Municipality

Schedule A.2 Supplier's Proposal

The Supplier's Proposal dated mmm dd, 20yy

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SCHEDULE B

FEE SCHEDULE

[Attach a fee schedule that clearly articulates the method and rate of payment for the Supplier (i.e., Will the Supplier be paid a fixed fee for the Services? Hourly rates for various personnel? Or a combination thereof?)

In many instances the proponent's cost proposal (or the relevant portions thereof) will describe the method and rate of payment. If so, it can be attached as Schedule B. If not, a separate document/table should be created and attached instead.

All bracketed instructions must be deleted.]

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SCHEDULE C

PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,

   (a) "**access**" means disclosure by the provision of access;

   (b) "**applicable legislation**" means the *Personal Information International Disclosure Protection Act* and the Freedom of Information and Protection of Privacy provisions contained within Part XX of the *Municipal Government Act*;

   (c) "**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, business email or business fax number of the individual;

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Municipality to comply with the Municipality's statutory obligations under the applicable legislation with respect to personal information that is collected, retained, used, or disclosed as a result of the provision of the Services; and

   (b) ensure that, as a "service provider", the Supplier is aware of and complies with the Supplier's statutory obligations under the applicable legislation with respect to personal information that is collected, retained, used, or disclosed as a result of the provision of the Services.

Collection of personal information

3. Unless the Agreement otherwise specifies, or the Municipality otherwise directs in writing, the Supplier may only collect or create personal information that is necessary for the performance of the Supplier's obligations, or the exercise of the Supplier's rights, under the Agreement.

4. Unless the Agreement otherwise specifies, or the Municipality otherwise directs in writing, the Supplier must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies, or the Municipality otherwise directs in writing, the Services must make provision to inform an individual from whom personal information is collected:

   (a) the purpose for collecting it;

   (b) the legal authority for collecting it; and

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(c) the title, business address and business telephone number of the person designated by the Municipality to answer questions about the collection of personal information.

Integrity of personal information

6. The Supplier must make every reasonable effort to ensure the integrity and completeness of any personal information that comes within the custody or control of the Supplier as a result of the provision of the Services where that personal information is to be used by the Supplier or the Municipality to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Supplier receives a request for access to personal information from a person other than the Municipality, the Supplier must promptly advise the person to make the request to the Municipality unless the Agreement expressly requires the Supplier to provide such access and, if the Municipality has advised the Supplier of the name or title and contact information of an official of the Municipality to whom such requests are to be made, the Supplier 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 five (5) Business Days of receiving a written direction from the Municipality to correct or annotate any personal information, the Supplier must annotate or correct the information in accordance with the direction.

9. When issuing a written direction under section 8, the Municipality must advise the Supplier of the date the correction request to which the direction relates was received by the Municipality in order that the Supplier may comply with section 10.

10. Within five (5) Business Days of correcting or annotating any personal information under section 8, the Supplier 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 Municipality, the Supplier disclosed the information being corrected or annotated.

11. If the Supplier receives a request for correction of personal information from a person other than the Municipality, the Supplier must promptly advise the person to make the request to the Municipality and, if the Municipality has advised the Supplier of the name or title and contact information of an official of the Municipality to whom such requests are to be made, the Supplier 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 Supplier 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 Municipality otherwise directs in writing, the Supplier must not store personal

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information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies or unless the Municipality directs otherwise in writing, the Supplier must retain personal information for at least one year following the date of its use and securely dispose of personal information no later than three years after its use.

Use of personal information

15. Unless the Municipality otherwise directs in writing, the Supplier may only use personal information if that use is required for the performance of the Services.

Disclosure of personal information

16. Unless the Municipality otherwise directs in writing, the Supplier may only disclose personal information inside Canada to any person other than the Municipality if the disclosure is for the performance of the Supplier's obligations, or the exercise of the Supplier's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Municipality otherwise directs in writing, the Supplier must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Supplier may have to provide the notification contemplated by section 6(1) of the *Personal Information International Disclosure Protection Act*, if in relation to personal information in the custody or under the control of the Supplier, the Supplier:

    (a) receives a foreign demand for disclosure;

    (b) receives a request to disclose, produce or provide access that the Supplier 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 Supplier must immediately notify the Municipality and, in so doing, provide the information described in section 6(2) of the *Personal Information International Disclosure Protection Act*. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 2(1) of the *Personal Information International Disclosure Protection Act*.

Notice of unauthorized disclosure

19. If the Supplier knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Supplier, the Supplier must immediately notify the Municipality. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 2(1) of the *Personal Information International Disclosure Protection Act*.

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Inspection of personal information

20. In addition to any other rights of inspection the Municipality may have under the Agreement or under statute, the Municipality may, at any reasonable time during normal business hours and on reasonable notice to the Supplier, enter on the Supplier's premises to inspect any personal information in the custody or control of the Supplier as a result of its provision of the Services, and any of the Supplier's information management policies or practices relevant to the Supplier's management of personal information in connection with the Services or the Supplier's compliance with this Schedule, and the Supplier must permit, and provide reasonable assistance to, any such inspection. The inspection will be conducted in a manner as not to interfere unreasonably with Supplier's business operations, and is subject to Supplier's reasonable confidentiality and security policies, procedures and requirements.

Compliance with the applicable legislation and directions

21. The Supplier must in relation to personal information comply with:

    (a) the requirements of the applicable legislation to the Supplier as a "service provider", including any applicable order under the applicable legislation; and

    (b) any direction given by the Municipality that is permitted or required to be given under this Schedule.

22. The Supplier acknowledges that it is familiar with the requirements of the applicable legislation governing personal information that are applicable to it as a "service provider".

Notice of non-compliance

23. If for any reason the Supplier does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Supplier must promptly notify the Municipality 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

24. In addition to any other rights or remedies which the Municipality may have under the Agreement or otherwise at law, the Municipality may, upon any failure of the Supplier to comply with this Schedule in a material respect, declare such non-compliance to be an Event of Default and terminate the Services, or a component thereof, and/or the Agreement, in accordance with Section 15.1(a) of the Agreement.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

26. Any reference to the "Supplier" in this Schedule includes any subcontractor or agent retained by the Supplier to perform obligations under the Agreement and the Supplier must ensure that any such subcontractors and agents comply with this Schedule.

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27. The obligations of the Supplier in this Schedule will survive the termination of the Agreement and will only expire when the Supplier no longer has any personal information generated as a result of the Services in its custody or control.

28. If a provision of the Agreement (including any direction given by the Municipality under this Schedule) conflicts with a requirement of the applicable legislation or an applicable order under the applicable legislation, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Supplier 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.

30. Nothing in this Schedule requires the Supplier to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the applicable legislation.

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