

**These are the terms and conditions that will apply to a contract that is formed
only after a draw down against the CSA has been made**

APPENDIX "B"

**GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS OF
SERVICES ON A CORPORATE SUPPLY ARRANGEMENT:**

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this agreement. You must provide the Services during the term described in the CSA (the "Term"), regardless of the date of execution or delivery of the Draw Down Form.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this agreement, including the license under section 14.
3. Unless otherwise specified in this agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this agreement, in form and content and for a period satisfactory to us.
8. You must permit us 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 you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").In this agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally,
 - electronically or otherwise) as a result of this agreement, and not permit its disclosure without our prior written consent except
 - (a) as required to perform your 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 result of a breach of this agreement, or
 - (c) if it is information in any Incorporated Material.
 10. You must
 - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
 - (b) comply with the Security Schedule, if attached as Schedule G.
 11. If you receive a request for access to any of the Material from a person other than us, and this agreement does not require or authorize you to provide such access, you must advise the person to make the request to us.
 12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
 13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
 14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a 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.
 15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
 16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
 17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this agreement.
 18. You must comply with all applicable laws.
 19. You must indemnify and save harmless us and our employees and agents from any

- losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this agreement without our prior written consent.
21. You must not subcontract any of your obligations under this agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor you retain fully complies with this agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

PAYMENT

25. If you comply with this agreement, we must pay you
- (a) the fees described in Schedule B, and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.
- We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. In order to obtain payment of any fees and expenses under this agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times as described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

29. Unless otherwise specified in this agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

32. We may terminate this agreement
- (a) for your failure to comply with this agreement, immediately on giving written notice of termination to you, and
 - (b) for any other reason, on giving at least 10 days' written notice of termination to you.
- If we terminate this agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this agreement.
33. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this agreement on your behalf to enter into and execute this agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
37. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this agreement.
39. Any notice contemplated by this agreement, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in Schedule "B", or
 - (b) delivered by hand to the addressee's address specified in Schedule "B", or
 - (c) mailed by prepaid registered mail to the addressee's address specified in Schedule "B".
- Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may

- give notice to the other of a substitute address or fax number from time to time.
40. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this agreement is effective unless it is in writing and signed by the parties.
42. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this agreement ends.
45. The schedules to this agreement are part of this agreement.
46. 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 states that it operates despite a conflicting provision of this agreement.
47. This agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
48. The agreement may be entered into by each party signing a separate copy of this agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this agreement,
- (a) "includes" and "including" are not intended to be limiting,
 - (b) unless the context otherwise requires, references to sections by number are to sections of this agreement,
 - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
 - (d) "attached" means attached to this agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this agreement.

SCHEDULE "D"

INSURANCE

1. You must, without limiting your obligation or liabilities and at your own expense, purchase and maintain throughout the term of this agreement the following insurances with insurers licensed in Canada:
 - (a) Commercial General Liability in an amount not less than **\$2,000,000** inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Professional Liability in an amount not less than **\$1,000,000** per occurrence and in the aggregate, insuring liability resulting from your errors or omissions in the performance of the Services.
2. All insurance described in paragraph 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. You must provide to us when requested by us:
 - (a) evidence in the form of a completed Province of British Columbia Certificate of Insurance of all required insurance; or
 - (b) certified copies of required policies.
4. Notwithstanding paragraph 1(b) of this schedule, if in our sole discretion, we have approved in writing an alternative to the Professional Liability Insurance requirement set out in paragraph 1(b), then you will maintain throughout the term of this agreement, that alternative in accordance with the terms of the approval.

SCHEDULE "F"

ADDITIONAL TERMS

1. Despite section 46 of this agreement, the Contractor and the Province agree that section 19 of this agreement is deleted.
2. Notwithstanding the provision of insurance coverage by the Province, the Contractor hereby agrees to indemnify and save harmless the Province, its successor(s), assign(s), and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as "Claims") that the Province may sustain, incur, suffer, or be put to at any time either before or after the expiration or termination of this agreement, that arise out of errors, omissions, or negligent acts of the Contractor or their sub-contractor(s), servant(s), agent(s), or employee(s) under this agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions, or the negligent acts of the Province, its other consultant(s), assign(s), and authorized representative(s) or any other persons.
3. The Province does not intend to engage the Contractor to perform Services involving hazardous substances. However, the Province agrees that the Contractor's indemnity to the Province under section 2 above shall not apply to third party claims against the Province with respect to any matter in any way arising out of the presence or alleged presence of pollutants, mould, fungi and hazardous waste where the Province has assigned to the Contractor projects involving pollutants, mould, fungi, and hazardous wastes, unless such claim arises from the negligence or professional error of the Contractor.
4. In addition to section 44 of this agreement, the provisions contained in this schedule continue in force indefinitely even after this agreement ends.
5. Despite section 46 of this agreement, the Contractor and the Province agree that section 25 of this agreement is deleted.
6. If you comply with this agreement, we must pay you
 - (a) the fees described in Schedule B, and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.We are not obliged to pay you more than the "Maximum Amount" of the Draw Down on account of fees and expenses.
7. Despite section 46 of this agreement, the Contractor and the Province agree that section 48 of this agreement is deleted.