



## **Professional (NCSP) Service Provider Standard Terms and Conditions to Contract / Agreement**

The following terms and conditions will apply to all contracts/agreements for goods and services provided by the undersigned Service Provider to the University of Guelph (Client):

### **Article 1.0 – Services**

- 1.1 Generally, the Service Provider will provide the services as required by University of Guelph as defined by a contract order or other service agreement and shall include these terms and conditions.
- 1.2 Service Provider shall appoint an experienced and competent supervisor who shall direction the provision of all services required for the project.
- 1.3 All requests, reports, invoices and other related documentation shall be considered as confidential information of the Client and shall not be distributed to any third party (except to employees of the Service Provider who require such use or disclosure to fulfill the obligations of the Services Provider under this contract/ agreement) without the consent of the Client.

### **Article 2.0 – General Conditions**

- 2.1 The Service Provider shall preserve and protect the rights of the parties under this Contract / Agreement with respect to work to be performed by any additional service providers under contract to the Service Provider, and shall:
  - .1 enter into contracts or written agreements with any additional service providers to require them to perform their work as provided in this Agreement;
  - .2 incorporate the terms and conditions of this Contract / Agreement into all contracts or written agreements with any additional service providers; and
  - .3 be as fully responsible to the Client for the acts and omissions of any additional service providers and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Service Provider.
- 2.2 The Physical Resources Directorate of the University of Guelph (“Physical Resources”), J. C. Hersey Building, 117 College Avenue East, Guelph, Ontario is the Client’s entity charged with planning, design, construction, operation, maintenance and custodial services for the University’s Physical Plant. Client shall authorize a person to act on the client’s behalf with respect to the supply of services. The Service Provider shall take direction from and report only to the Client’s representative as designated by Physical Resources unless directed otherwise by the Client’s representative.
- 2.3 Time is of critical importance under this Contract / Agreement.
- 2.4 This Contract shall be governed exclusively by the laws of the Province of Ontario. The parties shall attorn to the jurisdiction of the courts of the Province of

Ontario in all matters arising under this Contract / Agreement requiring adjudication by the courts. Any action arising under this Contract / Agreement shall be commenced and tried in the appropriate court located in the City of Guelph.

### **Article 3.0 – Client Responsibilities**

- 3.1 Client shall provide information pertinent to the supply of services. The Service Provider is expected review and comment on the information if it is expected to be used for the supply of services. The Service Provider shall be entitled to reply upon such reviewed information.
- 3.2 Client shall review the documentation provided by the Service Provider and give the Service Provider timely responses for the orderly progression of the work.
- 3.3 Client shall pay for any required permits for the work.

### **Article 4.0 – Insurances**

- 4.1 The Service Provider shall secure and maintain throughout the full period of this Contract / Agreement, the following insurances and at the minimum limits noted – comprehensive general liability at \$2,000,000, owned and non-owned auto at \$2,000,000, valuable papers and media coverage at \$250,000 and professional liability at \$2,000,000 per claim and \$4,000,000 in the aggregate. Client is to be named as “additional insured” on certificate for comprehensive general liability. Proof of insurance coverage is to be provided to the Client.

### **Article 5.0 – Workplace Safety and Insurance Board (“WSIB”)**

- 5.1 Service Provider confirms that all employees, officers, executives, directors and owners are covered by the WSIB and that no exemptions apply to officers, directors or others. Independent Operator Status under the WSIB Act is not permitted. Proof of insurance coverage is to be provided to the Client - at onset of services and with any invoice.

### **Article 6.0 – Safety Management Program**

- 6.1 Service Provider shall provide written evidence that their employees have received proper training in the recognition of hazards and safe work practices and that they will use all Personal Protective Equipment (PPE) required for the job Service Provider will provide written acknowledgement that they have read and will comply with the Occupational Health and Safety Act (OH&S) of Ontario and all pertinent regulations.
- 6.2 Service Provider will comply with all required reporting requirements of OH&S including notification to Ministry of Labour and University of Guelph.

### **Article 7.0 – Payment**

- 7.1 The Client will pay the Service Provider electronically via EFT information from the Service Provider upon receipt of proper invoices acceptable to the Client on account of the fee (which includes normal disbursements) and approved expenses together with such value added taxes as may be applicable.
- 7.2 Terms are Net 28 days for any invoice and for payment unless required otherwise by legislation.

### **Article 8.0 – Expenses**

- 8.1 The fee for service is to cover all expenses related to the project assignment

including: all transportation and travel costs; all communications and shipping costs; all plotting and reproduction costs for any plans, sketches and any other requested documentation; and any additional graphic and visual materials that may be requested.

- 8.2 Meals, alcoholic beverages, lodging and accommodation costs are not acceptable reimbursable expenses and are not to be included in the Fee (per Broader Public Sector procurement legislation).
- 8.3 Reimbursable expenses payable in addition to the fee for service, are limited to the following actual expenditures, supported by receipts or invoices, incurred in the interest of the project include but not limited to: with the Client's prior authorization, travel for factory witness testing of equipment; any additional fees, levies, duties or taxes for permits, licenses, consents or approvals from authorities having jurisdiction; and overtime services authorized in advance and in writing by the Client. An administrative charge of five percent (5%) may be added to the approved reimbursable expenses and payable in addition to the fee for service.

### **Article 9.0 – Termination**

- 9.1 The Client or Service Provider may terminate this Contract / Agreement at any time upon written notice and for cause, such as non-performance and no further expense will be incurred beyond the effective date of the notice to terminate. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective ten (10) calendar days after receipt of such notice.
- 9.2 Irrespective of which party effects termination or the cause therefore, the Client shall, within thirty (30) calendar days of termination, remunerate the Service Provider for services rendered and actual costs incurred for product or materials less any termination costs experienced by the Client. Costs shall include those actually incurred or rendered up to the time of termination, as well as those associated with termination and any approved post-termination activities that may be required by the Client.
- 9.3 Termination of this contract / agreement shall discharge any further obligation of either party.

### **Article 10.0 – Suspension**

- 10.1 Upon ten (10) calendar day's written notice to the Service Provider, the Client may suspend the Service Provider's work. Suspension for any reason exceeding sixty (60) calendar days shall make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Contract / Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and the Service Provider, and the Service Provider shall be compensated for services performed and charges incurred prior to the suspension date.

### **Article 11.0 – Time of Essence**

- 11.1 Time is of critical importance under this Contract / Agreement. In the event of the Service Provider's failure to deliver as and when specified, the Client reserves the right to suspend or terminate this contract / agreement, or any part thereof without prejudice to its other rights.

### **Article 12.0 – Dispute Resolution**

- 12.1 Should the Service Provider have a dispute with any item under this Contract / Agreement, the Service Provider shall provide written detailed and factual notice of

- any such item(s) in a timely manner and prior to the provisions of the services.
- 12.2 A written response of the findings concerning the item(s) under dispute that were made known by the Service Provider will be provided by the Director, DEC to the Service Provider within ten (10) working days of receipt of the notice of dispute.
- 12.3 Should the Service Provider be dissatisfied with the findings, the Service Provider shall provide, within five (5) working days, a written request to enter into negotiations on the matter with the Owner's Representative.
- 12.4 Should negotiations fail within a period of ten (10) working days, the Service Provider shall provide, within five (5) working days, a written request for mediation to be conducted generally in accordance with the requirements of CCDC – 40.

### **Article 13.0 – Indemnification**

- 13.1 Except for damages caused by negligence of the Client (and for those whom it is in law responsible), the Service Provider shall indemnify and hold the University harmless from all claims, actions, demands, loss and cases of action arising from any injury or any damage when such injury or damage in whole or in part results from the acts of the Service Provider. The coverage shall be limited to the Services Provider's insurance. Such indemnification shall be in proportion to the Service Provider's responsibility for any damages.

### **Article 14.0 – Conflict of Interest**

- 14.1 The Service Provider agrees and certifies that no person either natural or body corporate, other than the Service Provider, has or will have any interest or share in this proposal or in the proposed Agreement; there is no collusion or arrangement between the Service Provider and any other Service Provider(s) in connection with this Project; and the Service Provider has no knowledge of the contents of other Proposals and has made no comparison of figures, agreements, arrangements, expressed or implied, with any other party in connection with the making of the Proposal. Should a conflict of interest arise during the course of the work, the Service Provider will notify the University immediately.

### **Article 15.0 – Notices**

- 15.1 Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing. The addresses for official notice shall be as stated in Article 2.0. Notices sent electronically, by email or facsimile for example, are not considered to be reliable for the purpose of official notice.

### **Article 16.0 – Freedom of Information and Protection of Privacy Act (FIPPA)**

- 16.1 Service Providers are informed that the Client is subject to the Ontario Freedom of Information and Protection of Privacy Act. The Client shall use all reasonable efforts to hold and all information, marked as "Confidential" by the Service Provider in strict confidence where required or permitted by law and shall not be liable for any action as contemplated by Section 62(2) of the Act. If the Client's response to a request under the Act is appealed to the Information and Privacy Commissioner for Ontario, the Service Provider shall have the burden of proof as per Section 53 of the Act. The Service Provider shall be responsible for all costs related to its confidentiality requirements.

**Article 17.0 – Accessibility for Ontarians with Disabilities Act (AODA)**

17.1 Service Providers must comply with the accessibility standards established under the AODA and must ensure that training on the requirements of the accessibility standards are provided to their employees. Service Provider will provide written acknowledgement that they have read and provided AODA appropriate training.

**Article 18.0 – Human Rights and Sexual and Gender Harassment Policies**

18.1 The parties agree to be governed by the provisions of the Ontario Human Rights Code. Furthermore, the parties whether named or not agree to comply with the provisions of the Client’s Human Rights Policy and any subsequent policy or procedures related to human rights and sexual and harassment that the Client may approve. The Service Provider may refer to [www.uoguelph.ca/hre/hr.shtml](http://www.uoguelph.ca/hre/hr.shtml) for more information.

**Article 19.0 – Tobacco and Smoke Free Campus**

19.1 Smoking, vaping or consumption of tobacco or cannabis products in any form are forbidden on any and all of the Owner’s property. Failure to comply will require offenders to leave the property and may result in loss of future business. Repeat offenders shall be removed from the Owner’s property.

**Acknowledgment:**

Signed at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

Firm Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Authorized by \_\_\_\_\_

Signature

Print Name and Title

Witnessed by \_\_\_\_\_

Signature

Print Name and Title