

## Supply & Business Services

1. You must provide the services described in Schedule A (the "Services") in accordance with this agreement. You must provide the Services during the terms described in Schedule A regardless of the date of execution or delivery of this agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this agreement.
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 form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all material that has been produced or received by you or any subcontractor as a result of this agreement (collectively the "Material") including, without limitation, accounting records, findings, software, data, specifications, drawings, reports and documents whether complete or not.
9. You must treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law.
10. The Material and any property we provide to you or a subcontractor is our exclusive property. You must deliver it to us immediately upon our request.
11. The copyright in the Material belongs exclusively to us. 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 subcontractors may have in the Material and confirming the vesting of the copyright in us.
12. You must maintain and pay for insurance and WCB coverage required in the terms, including form, the amounts and deductibles in SCHEDULE D, if any, as modified from time to time in accordance with our direction.
13. You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this agreement.
14. You must comply with applicable laws.
15. You must indemnify and save harmless us as required in the wording of SCHEDULE D.
16. You must not assign any of your rights under this agreement without our prior written consent.
17. You must not subcontract any of your obligations under this agreement other than to persons listed in SCHEDULE C, without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement in performing the subcontracted obligations.
18. 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.
19. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees
20. You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

### PAYMENT

21. 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.
22. 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 described in SCHEDULE B.
23. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
24. Our obligations to pay money to you is subject to an appropriation being available by the University in the fiscal year of the University during which payment becomes due
25. Unless otherwise specified in this agreement, all references to money are in Canadian dollars
26. We certify to you that the Services purchased under this agreement are for our use and are being purchased by us with University funds and are therefore subject to the Harmonized Sales Tax.

27. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in SCHEDULE B and then remit that tax to the Receiver General of Canada on your behalf.

### TERMINATION

28. We may terminate this agreement:
  - a) For your failure to comply with a 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 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.
29. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

### GENERAL

30. You are an independent contractor and not our employee, agent or partner.
31. 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 without affixing your common seal.
32. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
33. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
34. Time is of the essence in this agreement.
35. 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 this agreement.
  - b) Delivered by hand to the addressee's address specified in this agreement; or
  - c) Mailed by prepaid registered mail to the addressee's address specified in this agreement.

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.
36. 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.
37. No modification of this agreement is effective unless it is in writing and signed by the parties.
38. This agreement, and any modification of it, constitutes the entire agreement between the parties as to the performance of the Services.
39. 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 administered by the British Columbia Domestic Commercial Arbitration Center under its rules. The loser of any arbitration will pay all costs.
40. Section 6 to 11, 13, 14, 23, 24, 27 to 29 and 39 continue in force indefinitely even after this agreement ends.
41. The SCHEDULES to this agreement are part of this agreement.
42. If there is a conflict between a provision in a schedule to this agreement and any other provision of this agreement, and 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.
43. In this agreement, "we", "us", and "our" refer to the University alone and never refer to the combination of the Contractor and the University; that combination is referred to as "the parties".
44. This agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the University 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 University or its agencies of any statutory power or duty.
45. This 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.
46. The following represent key Policies that the Contractor will need to review, incorporate and enforce in their operation: These Policies can be obtained and read from the website: [www.kwantlen.ca/policies](http://www.kwantlen.ca/policies): C.21 – Student Conduct; C.41 Emergency Response to Inappropriate, Disruptive and Threatening Behavior; F.1 Consumption of alcoholic beverages and the non-medical use of drugs on University premises; F.3 Student events involving the consumption of alcohol; G.2 Human rights; G.23 Violence in the workplace