

BGIS SUPPLIER TERMS AND CONDITIONS FOR PWGSC

1. SCOPE AND TERMS AND CONDITIONS (T&C's) PRECEDENCE

- 1.1. Goods and/or services ("Deliverables") ordered by BGIS Global Integrated Solutions Canada LP or any subsidiary or affiliate thereof on its own behalf or as agent for a third party ("BGIS") in a purchase order or work order ("P/O") issued to you ("Supplier") shall be timely furnished and invoiced in strict conformity with the P/O (description, quantity, price, location, billing instructions, etc.), these terms and conditions, applicable law and applicable Policies (meaning policies of BGIS and/or its customer ("Client") which may include policies relating to *BGIS's Supplier Code of Conduct*, health and workplace safety, environment and wrap-up insurance which have been shared with the Supplier in advance or otherwise made available on BGIS's website at <https://www.bgis.com/ca/suppliers.htm> and, at all times, in a professional and competent manner by persons qualified and skilled in their occupations.
- 1.2. In accepting a P/O from BGIS, the Supplier will undertake the P/O in accordance with:
 - (a) the valid, current and executed contract with BGIS for the work ordered ("Current Agreement"); and
 - (b) where no Current Agreement is in place, these terms and conditions to the Client for which the P/O is being undertaken ("Supplier T&C's for PWGSC").

2. DELIVERABLES

- 2.1. The Supplier shall supply all labour, supplies, equipment and services required to produce the Deliverables under a P/O including the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of such Deliverables. If any of the Deliverables, in the reasonable opinion of BGIS, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense.
- 2.2. The Supplier is providing Deliverables pursuant to the P/O strictly as an independent contractor.

3. CONFLICT OF INTEREST

- 3.1. The Supplier shall not engage in any activity or provide any services to BGIS where such activity or the provision of such services creates a conflict of interest or perceived conflict of interest with the provision of the Deliverables. The Supplier acknowledges and agrees that it shall be a conflict of interest to provide Deliverables if Supplier is related in law to another company that has bid on the Deliverables, or if Supplier uses confidential competitor or BGIS information to support the bid for the award of the BGIS P/O, or if Supplier employees or subcontractors are related by family or business relationship to BGIS employees or Client employees where such relationship can be considered to impact the award of the P/O or provision of the Deliverables.

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- 3.2. The Supplier shall disclose to BGIS without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest and shall comply with any terms and conditions subsequently prescribed by BGIS resulting from the disclosure. Disclosure to be made in writing to:

BGIS Global Integrated Solutions

4175 14th Avenue
Markham ON. L3R 0J2
Attention: Vice President, Legal

- 3.3. Breach of this Conflict of Interest provision may result in termination of the P/O in addition to any other remedies that BGIS has in contract, in law or in equity.

4. PRICE AND PAYMENT

- 4.1. BGIS shall be charged the price for the Deliverables as provided in the P/O by BGIS. For P/O's whose value is anticipated to exceed of \$500, where the P/O is issued to the Supplier without BGIS accepting a corresponding quotation from the Supplier, the Supplier will obtain additional written instruction to proceed confirming scope and pricing from BGIS prior to proceeding with the Deliverables.
- 4.2. The price for the Deliverables is exclusive of GST, HST, TVQ and inclusive of PST.
- 4.3. The price for the Deliverables includes all other taxes, tariffs, duties and/or levies which may be payable in Supplier's province, territory and country in relation to the performance of this Agreement.
- 4.4. If, in BGIS's judgment, any of the Deliverables do not conform with the requirements of this Agreement, BGIS shall have the right to reject the Deliverables and, in addition to any other rights and remedies it may have, BGIS may, in its sole discretion: (a) withhold payment, seek reimbursement, credit, replacement, or repair as BGIS may direct; or (b) rework and/or repair the Deliverables with all costs associated therewith to be charged to and paid by Supplier.
- 4.5. Payment of Supplier's invoices shall be made by cheque or electronic transfer of funds sixty (60) days the date of receipt of a correct and valid invoice, and will be paid in accordance with the payment instructions detailed on the invoice. To be considered for payment an invoice shall be: (i) properly addressed; (ii) contain a valid purchase order or work order number; (iii) specify, where applicable, an itemized charge for labour, materials and/or goods, and all applicable taxes; (iv) specify the location where the Deliverables were delivered; and, (v) where applicable, consolidates all current Charges by reflecting all Deliverables provided to all Locations. Additionally, to be eligible for payment Supplier must have provided all qualification documentation to BGIS including evidence of insurance, health and safety policy and workers compensation board clearance certificate.
- 4.6. The Supplier agrees that where Deliverables are ordered pursuant to a BGIS work order, the work order corresponding to the Supplier invoice must have a status of complete in BGIS work order system to be processed. The Supplier must notify BGIS in accordance with the instructions stated

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on the work order that the work is complete for this status to be updated. Supplier agrees that invoices submitted without status of complete within BGIS's system will not be considered to be invoiced until such status is updated.

- 4.7. Supplier agrees that upon request by BGIS, should Supplier not be able to produce a workers compensation board clearance certificate evidencing that its workers undertaking the Deliverables are covered by workers compensation during the Term of the P/O then the Supplier invoices may not be considered to be correctly submitted until such evidence is provided.
- 4.8. The Supplier agrees to waive payment for Deliverables not invoiced within six (6) months' after the issuance of the corresponding P/O where such Deliverables are scheduled for completion within three (3) months of issuance of the P/O. Where Deliverables are scheduled for completion beyond three (3) months of issuance of the P/O the supplier agrees to waive payment for Deliverables not invoiced within 6 months of substantial performance of the Deliverable ordered under the P/O.
- 4.9. Whenever any sum of money shall be recoverable from or payable by Supplier to BGIS, the same may be deducted from any sum due or which at any time thereafter may become due to Supplier under any P/O raised by BGIS.
- 4.10. Supplier quotations/estimates and invoices must list specific labour and material details and amounts. If the cost of actual work completed is less than 90% of the quoted amount, the Supplier will invoice the lower/actual costs on its invoices.

5. TERM AND TERMINATION

- 5.1. Unless otherwise specified, a P/O shall become effective upon issuance and continue in force and effect until all obligations thereunder have been discharged in full and in strict accordance with its terms, subject to it being terminated in accordance with these Terms & Conditions ("Term").
- 5.2. Where BGIS has issued a P/O, BGIS may terminate the P/O in whole without cause immediately by issuing such termination in writing to the Supplier. BGIS may immediately terminate a P/O in whole or part if Supplier has breached its terms and BGIS has notified the Supplier to this effect. Upon termination, BGIS shall be liable solely for payment of Deliverables furnished to the date of termination. Upon termination, Supplier will use commercially reasonable efforts to minimize and mitigate its cost to wind up the provision of the Deliverable.
- 5.3. BGIS may also terminate a P/O immediately in the event the Supplier breaches any Policies. For clarity, any impairment of Supplier's employees or subcontractors from the use of alcohol, drugs (including cannabis and cannabis related products), and/or the negative effects of medications or any other substance that could cause impairment, while providing services to BGIS, BGIS clients or while attending any BGIS related corporate or industry events, shall be sufficient grounds for BGIS to immediately terminate any P/O.

6. INSURANCE AND WORKER'S COMPENSATION

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- 6.1. BGIS has arranged for work performed under its Public Works and Government Services Canada (PWGSC) client account to be insured under a blanket Wrap-Up Liability program. The insurance program insures all eligible contractors and subcontractors under contract with BGIS and other designated parties for work performed as described in the Wrap-Up Liability Program attached: BGIS Controlled Wrap-Up Insurance Program Manual. The Supplier agrees to comply with the requirements of the Wrap-Up Liability Program attached, as Schedule A, including Section 4 (Contractor Maintained Coverage) and Section 5 (Contractor Responsibilities).
- 6.2. The Supplier will obtain and maintain a clearance certificate issued pursuant to the workers' compensation legislation in effect in each of the jurisdictions where Deliverables are to be furnished confirming employees of the Supplier furnishing Deliverables are covered by workers' compensation insurance or equivalent legislative compensation scheme and that payments due thereunder are up to date ("WC Compliance").
- 6.3. The Supplier shall, prior to performing the Deliverables, provide BGIS with certificates of insurance meeting the above requirements and the requirements of Wrap-Up Program, and certificate(s) with respect to WC Compliance.
- 6.4. BGIS shall have the right, acting reasonably, to require higher limits or other types of insurance coverage(s) as necessary and appropriate under the circumstances.
- 6.5. Suppliers that supply professional services must carry and provide proof of professional errors and omissions coverage with a coverage limit of at least one million dollars (\$1,000,000.00) inclusive.
- 6.6. The Supplier shall comply with workers' compensation legislation in effect from time to time at all locations where the Deliverables are furnished. The Supplier shall provide current WC Compliance upon request.
- 6.7. The Supplier will maintain and provide proof of commercial automobile liability insurance covering the ownership, operation and maintenance of all owned and hired motor vehicles with a minimum bodily injury (including death) and property damage (including loss of use) limit of two million dollars (\$2,000,000.00) inclusive, per occurrence.

7. INDEMNITIES AND LIABILITY

- 7.1. BGIS and the Supplier each agree to indemnify and hold harmless each other (including the directors, officers, employees, and agents of each) from and against
 - (a) any claim (including but not limited to reasonable legal fees and disbursements) in respect of loss of, damage to or destruction of property or bodily injury including death sustained by the other or third parties; and
 - (b) all costs, damages and other liabilities (including but not limited to reasonable legal fees and disbursements) that result from such claim, if such claim is caused by or arises from an act or omission of the other rendered in connection with a P/O, except in each case

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to the extent such claim is caused by or arises from the negligence, gross negligence, willful misconduct or unlawful act of the other.

7.2. Supplier shall indemnify and hold BGIS, its partners and each of their respective officers, directors and employees (collectively, "Indemnified Parties") harmless from any and all claims and losses of any kind whatsoever (including, without limitation, fines and penalties) suffered by or imposed upon any Indemnified Party due to, as a result of or arising out of the Supplier's failure to comply with this Agreement or any applicable workers' compensation legislation and this provision will survive the expiry or termination of any P/O or agreement constituted by the acceptance of any P/O.

8. ASSIGNMENT

8.1. The Supplier shall not assign a P/O without the prior written consent of BGIS. If the Supplier subcontracts or delegates any of its obligations in a P/O to a third party, the Supplier shall remain fully responsible for complete performance of all of the Supplier's obligations set forth in the P/O and for any such third party's compliance with the provisions set forth therein. BGIS may, upon written notice to the Supplier, assign its interest and obligations in a P/O to the Client that the work is being performed for without the Supplier's consent.

9. RECORDS

9.1. The Supplier shall maintain complete and accurate books, records, accounts and invoices in relation to the Deliverables and P/O, and shall upon request grant BGIS and Client audit rights in respect of all said books, records, accounts and invoices relating to the Deliverables under a P/O.

9.2. The Supplier, its affiliates, and their respective employees and subcontractors providing Deliverables shall not be party to the offering, paying or receiving of bribes or be a party to any activity that violates any anti-bribery laws. The Supplier shall confirm same in writing upon BGIS' request made from time to time.

10. HEALTH, SAFETY, SECURITY AND SUSTAINABILITY

10.1. Supplier acknowledges reading, reviewing and informing their staff of the BGIS Health & Safety Policy and agreeing to abide by all applicable legislated and mandated Health & Safety requirements. Supplier agrees to providing all required health and safety training at their own cost for their staff as related to providing the Deliverables outlined in this agreement.

10.2. Supplier agrees to provide annual security clearance checks at their own cost on all employees that have access to client locations to provide the required Deliverables. BGIS will provide the specific security requirements based on the Client being serviced.

10.3. Supplier will use only environmentally friendly products if available. Supplier will remove all waste materials from service site and dispose of in an environmentally-friendly manner, including reuse and recycling. Supplier will abide by all LEED requirements if service site is LEED certified.

11. LAW AND ARBITRATION

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11.1. This Agreement shall be interpreted in accordance with and governed by the laws of Ontario and all laws of Canada applicable therein and all disputes among the parties shall be submitted to the courts of the Province of Ontario.

12. FORCE MAJEURE

- 12.1. “**Force Majeure**” means an event which occurs owing to causes beyond the control of the party claiming Force Majeure, which is unforeseeable and unavoidable and not due to the financial inability of a party to perform its obligations under this Agreement and which occurs without fault or negligence of the party claiming Force Majeure.
- 12.2. A failure of Supplier to perform its obligations under this Agreement caused by Supplier's subcontractors shall only be considered as Force Majeure if the criteria stated in Clause 12.1 are all met in respect of such subcontractor and BGIS accepts such event as Force Majeure under this Agreement.

13. NOTICES

13.1. All documentation, contacts and or recall notices shall be made strictly through BGIS’s Sourcing Department and addressed to:

BGIS Global Integrated Solutions
Attn: Procurement Manager
4175 14th Avenue
Markham, ON L3R 0J2
Sourcing Department Email: procurement@bgis.com

13.2. BGIS retains the right, should Supplier not be able to meet BGIS’s service requirements, to purchase the Deliverables elsewhere and BGIS’s obligations under this Agreement will be reduced accordingly.

14. WARRANTIES

14.1. The supplier warrants and undertakes that all the services and goods shall conform fully to the requirements of the work conducted hereunder. Supplier expressly warrants and agrees that it and its subcontractors and agents shall provide or perform all or part of the deliverables hereunder in a professional manner with quality and workmanship to the reasonable satisfaction of BGIS exercised in good faith, and that supplier will provide highly skilled and competent employees and/or subcontractors and agents in the provision or performance of the Deliverables. Supplier further warrants that such Deliverables have been provided in compliance with all applicable laws and regulations and in accordance with the terms and conditions of any permits or licenses required to be obtained in connection with the furnishing of the Deliverables and that the Deliverables shall, for a period of not less than three (3) months, comply with any functional, performance, operational, and other specifications or characteristics that are related to such which are: (i) provided to supplier in a P/O; (ii) recognized in the field as an applicable standard for such Deliverables; or, (iii) mandated by

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applicable law. Supplier agrees to furnish again at its cost and expense any Deliverables not in strict compliance with the foregoing warranty.

- 14.2. Materials forming part or all of the Deliverables will: (i) be free and clear of all liens and encumbrances, and BGIS and Clients will be entitled to use the materials without disturbance; (ii) be new, like new or warranted as new and free from defect in manufacture, materials and design for a period of not less than one (1) year, or if applicable, such time as specified in the manufacturer's warranty; (iii) operate and/or function properly under ordinary use and in conformance with applicable specifications; and (iv) meet or exceed applicable equipment operation specifications for industry standards.

15. CONFIDENTIALITY

- 15.1. The parties agree to protect and keep all data and information disclosed by each party in relation to this Agreement confidential. Supplier shall not assign to any third party any or all of its rights and obligations under this Agreement without prior written consent of the other BGIS provided that in pursuance of any merger, consolidation, re-organization, voluntary sale or transfer of substantially all of the assets of either party to which the other party provides no written objection, or in pursuance of an assignment by BGIS to another subsidiary of BGIS, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.
- 15.2. Except for any announcement intended solely for internal distribution by Supplier or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Supplier, all media releases, public announcements, or public disclosures (including promotional or marketing material) by Supplier relating to an Order or its subject matter, or including the name, trade name, trade-mark, or symbol of BGIS or a Client, shall be coordinated with and approved by BGIS prior to the release thereof. Supplier shall not represent directly or indirectly that any Deliverable provided by it to BGIS or a Client has been approved or endorsed by BGIS or the Client or include the name, trade name, trade-mark, or symbol of BGIS, a BGIS Affiliate, a Client or its Affiliates without BGIS' prior written approval.

16. ENTIRE AGREEMENT

- 16.1. These Terms and Conditions and the applicable P/O(s) shall be the entire agreement between the parties with respect to the Deliverables referred to in the P/O(s) and these Terms and Conditions and the applicable P/O(s) are herein collectively referred to as "this Agreement".
- 16.2. The schedules identified below and attached to this Terms and Conditions are incorporated herein and made a part hereof by reference. Any references to "this Agreement" shall include these attachments. Supplier acknowledges that it has received a copy of this Terms and Conditions and the schedules, has read and understands all of their terms and conditions, and further acknowledges and agrees that this Terms and Conditions incorporates and includes the terms and conditions set forth in the schedules, and agrees to be bound by them.

17. COMPLIANCE MONITORING

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17.1. Supplier will subscribe for and pay the related fees therefor for a third party compliance service designated by BGIS from time to time to monitor Supplier's set-up and compliance obligations in connection with the Deliverables, failing which, BGIS may terminate any P/O on written notice and such remedy shall be in addition to any other remedies that BGIS has in contract, law or equity. The subscription cost shall be for Supplier's account and shall not be charged to BGIS as a disbursement, pass through or other recoverable cost.

18. **TERMS APPLICABLE TO WORK FOR CANADA**

18.1. **DEFINITIONS**

18.1.1 **"Agreement"** means the contract, purchase order, or other agreement between BGIS and the Supplier.

18.1.2 **"Canada"** means Canada, represented by the Minister of Public Works and Government Services.

18.1.3 **"Supplier"** means the service provider, vendor, supplier, contractor, or subcontractor.

18.1.4 **"Work"** means any services performed or goods supplied in accordance with the Agreement.

18.2. **GENERAL**

18.2.1 The Supplier and BGIS agree that, notwithstanding any terms and conditions of the Agreement, the terms and conditions of this Article 18 shall apply to all Work provided in respect of Canada or any facilities owned or occupied by Canada and shall supersede any other provision of the Agreement to the extent of any ambiguity, inconsistency, or conflict.

18.2.2 Supplier must comply with all security measures, standing orders, policies, or other rules in force at the site where the Work is performed.

18.2.3 Supplier must obtain BGIS's written consent before subcontracting or permitting the subcontracting of any part of the Work.

18.2.4 Even if BGIS consents to a subcontract, the Supplier is responsible for performing the Agreement and BGIS is not responsible to any subcontractor. The Supplier is responsible for any matters or things done or provided by any subcontractor under the Agreement and for paying any subcontractor for any part of the Work they perform.

18.3. **PROTECTION OF WORK AND PROPERTY**

18.3.1 The Supplier shall protect the Work, Canada's property, and property adjacent to the Work from damage that may arise and shall be responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada. Even after delivery, the Supplier remains responsible for any loss or damage to any part of the Work caused by the Supplier or any of its subcontractors.

18.4. **ACCOUNTS AND AUDIT**

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- 18.4.1 The Supplier must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Supplier in connection with the Work, including all invoices, receipts, and vouchers. The Supplier must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Agreement.
- 18.4.2 If the Agreement includes payment for time spent by the Supplier, its employees, representatives, agents, or subcontractors performing the Work, the Supplier must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 18.4.3 Unless BGIS has consented in writing to its disposal, the Supplier must retain all the information described in this Section 18.4 for six years after it receives the final payment under the Agreement, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Supplier must make this information available for audit, inspection, and examination by the representatives of Canada, who may make copies and take extracts. The Supplier must provide all reasonably related facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Agreement.

18.5. CONFIDENTIAL INFORMATION

- 18.5.1 The Supplier must keep confidential all information provided to the Supplier by or on behalf of Canada or BGIS in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Supplier as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada or BGIS under the Agreement. The Supplier must not disclose any such information without the written permission of BGIS. The Supplier may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
- 18.5.2 The Supplier agrees to use any information provided to the Supplier by or on behalf of Canada only for the purpose of the Agreement. The Supplier acknowledges that all this information remains the property of Canada, BGIS, or the third party, as the case may be. Unless provided otherwise in the Agreement, the Supplier must deliver to BGIS all such information, together with every copy, draft, working paper, and note that contains such information, upon completion or termination of the Agreement or at such earlier time as Canada may require.
- 18.5.3 The obligations of the Parties set out in this Section 18.5 do not apply to any information if the information:
 - a) is publicly available from a source other than the other Party; or
 - b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - c) is developed by a Party without use of the information of the other Party.

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- 18.5.4 Wherever possible, the Supplier must mark or identify any proprietary information delivered to Canada under the Agreement as "Property of (Supplier's name), permitted Government uses defined under Public Works and Government Services (PWGSC) Contract No. (fill in Contract Number)". Neither Canada nor BGIS will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 18.5.5 If the Agreement, the Work, or any information referred to in Section 18.5 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Supplier must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
- 18.5.6 If the Agreement, the Work, or any information referred to in Section 18.5 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Supplier's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Agreement. The Supplier must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Supplier or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

18.6. INDEMNITIES

- 18.6.1 The Supplier must indemnify and save Canada and BGIS harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or BGIS or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Supplier in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Supplier, or those for whom it is responsible at law.
- 18.6.2 The Supplier must pay all royalties and patent fees required for the performance of the Agreement and, at the Supplier's expense, must defend all claims, actions or proceedings against Canada and BGIS charging or claiming that the Work or any part thereof provided or furnished by the Supplier to Canada or BGIS infringes any patent, industrial design, copyright trademark, trade secret, or other proprietary right enforceable in Canada.
- 18.6.3 Notice in writing of a claim must be given within a reasonable time after the facts, upon which such claim is based, became known.

18.7. LICENCES TO INTELLECTUAL PROPERTY

18.7.1 For the purposes of this Section 18.7,

- a) **Background Information** means all *Intellectual Property* that is not *Foreground Information* that is incorporated into the Work or necessary for the performance of the

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Work and that is proprietary to or the confidential information of the Supplier, its subcontractors or any other third party.

- b) **Foreground Information** means all *Intellectual Property* first conceived, developed, produced or reduced to practice as part of the Work under the Agreement;
- c) **Intellectual Property** means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware;
- d) **Intellectual Property Right** means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.
- e) **Software** means any computer program whether in source or object code, any computer program documentation recorded in any form or upon any medium, and any computer database, including any modification.

18.7.2 The Supplier agrees to grant to BGIS a licence to exercise all *Intellectual Property Rights* in the *Foreground Information* for BGIS's activities. Subject to any exception described in the Agreement, this licence allows BGIS to do anything that it would be able to do if it were the owner of the *Foreground Information*, other than exploit it commercially and transfer or assign ownership of it. The Supplier also agrees to grant to BGIS a licence to use the *Background Information* to the extent that it is reasonably necessary for BGIS to exercise fully all its rights in the deliverables and in the *Foreground Information*.

18.7.3 These licences are non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. Neither licence can be restricted in any way by the Supplier providing any form of notice to the contrary, including the wording on any shrink-wrap or click-wrap licence or any other kind of packaging, attached to any deliverable.

18.7.4 For greater certainty, BGIS's licences include, but are not limited to:

- a) the right to disclose the *Foreground Information* and *Background Information* to third parties bidding on or negotiating contracts with BGIS and to sublicense or otherwise authorize the use of that information by any contractor engaged by BGIS solely for the purpose of carrying out such contracts. BGIS will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;
- b) the right to disclose the *Foreground Information* and *Background Information* to other governments for information purposes;
- c) the right to reproduce, modify, improve, develop or translate the *Foreground Information* and *Background Information* or have it done by a person hired by BGIS. BGIS, or a person designated by BGIS, will own the *Intellectual Property Rights* associated with the reproduction, modification, improvement, development or translation;

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- d) without restricting the scope of any license or other right in the *Background Information* that BGIS may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the *Services*, to exercise such of the *Intellectual Property Rights* in the *Background Information* as may be required for the following purposes:
 - i) for the use, operation, maintenance, repair or overhaul of the custom designed or custom-manufactured parts of the Work;
 - ii) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by BGIS, if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
- e) for Software that is custom designed for BGIS, the right to use any source code the Supplier must deliver to BGIS under the Agreement.

18.7.5 The Supplier agrees to make the *Background Information*, including in the case of Software, the source code promptly available to BGIS for any purpose mentioned above. The licence does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Agreement.

18.8. ANTI-BRIBERY

18.8.1 The Supplier declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of BGIS or Canada or to a member of the family of such a person, with a view to influencing the entry into the Agreement or the administration of the Agreement.

18.8.2 The Supplier must not influence, seek to influence or otherwise take part in a decision of BGIS or Canada knowing that the decision might further its private interest. The Supplier must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Agreement. If such a financial interest is acquired during the period of the Agreement, the Supplier must immediately declare it to BGIS.

18.8.3 The Supplier warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Agreement. In the event the Supplier becomes aware of any matter that causes or is likely to cause a conflict in relation to the Supplier's performance under the Agreement, the Supplier must immediately disclose such matter to BGIS in writing.

18.8.4 If BGIS is of the opinion that a conflict exists as a result of the Supplier's disclosure or as a result of any other information brought to BGIS's attention, BGIS may require the Supplier to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Agreement for default. Conflict means any matter, circumstance, interest, or activity affecting the Supplier, its personnel or subcontractors, which may or may appear to impair the ability of the Supplier to perform the Work diligently and independently.

18.9. INTEGRITY PROVISIONS

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18.9.1 The Supplier certifies that it is:

- a) not an ineligible or suspended supplier pursuant to Canada's *Ineligibility and Suspension Policy*, available at: <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>; and
- b) not aware of any charge, conviction or other circumstance relevant to the *Ineligibility and Suspension Policy* in respect of itself or its affiliates.

18.9.2 During performance of the Agreement, the Supplier shall inform BGIS, within five working days, of any charge, conviction or other circumstances relevant to the *Ineligibility and Suspension Policy* in respect of itself, including in respect of any of the offences listed in the policy.

18.9.3 BGIS may terminate the Agreement, effectively immediately, in the event that the Supplier is convicted of any of the following:

- a) frauds under the *Criminal Code* (sections 121, 124, 418, or 380); or
- b) frauds under the *Financial Administration Act* (sections 80(1)(d), 80(2), or 154.01).

ACKNOWLEDGEMENT

By signing below, Supplier agrees that if and when it supplies Deliverables to or on behalf of BGIS pursuant to a PO/WO such transaction(s) shall at all times be subject to these Supplier T&C's.

Name: _____

Signature: _____

Title: _____

Company: _____

Date: _____

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