



**BETWEEN: The University of Victoria**

("UVic", "we", "us", or "our" as applicable) at the following address: Purchasing Services, PO Box 1700, STN CSC Victoria BC, V8W 2Y2, Tel: (250) 721-8326

**AND:**

(the 'Contractor', "you", or "your" at the following address:

(separately a "Party" and collectively the "Parties").

**The Parties agree as follows:**

1. Contractor shall provide to UVic the services set forth in Schedule "B" – Description of Services (which along with all other obligations of Contractor set forth in this Agreement shall constitute the "Services") in accordance with the terms of this Agreement.
2. This Agreement consists of the following parts (together, the "Agreement"), each of which shall be construed as an integral part of this Agreement:

This signature page

Schedule A – General Conditions

Schedule C – Fees and Expenses

Schedule E – Insurance

G – Security (if attached)

Schedule B – Description of Services

Schedule D – Approved Subcontractors (if attached)

Schedule F – Privacy Protection and Access to Information (if attached)

Schedule H – Additional Terms and Conditions (if attached)

3. Contractor confirms that they have read this Agreement before signing it.
4. The individual(s) signing below for Contractor warrants by their signature hereon that they have the authority to bind the Contractor.

**Services:**

**For Department:**

**Location:**

**Term Start Date:**

**Term End Date:**

**Fees:**

**Expenses:**

**Maximum Contract Amount:**



On the _____ day of _____, 20____ on behalf of UVic by its duly authorized representative(s):		On the _____ day of _____, 20____ by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):	
Signature*:		Signature(s):	
Print name:			
Signature*:		Print names(s):	
Print name:			

**\* To be signed by Purchasing Services on behalf of UVic**, unless duly authorized by the UVic Signing Authority Policy FM5100.

***Contractor’s attention is specifically drawn to the attached Schedule A – General Conditions governing this agreement.***

***Executing Parties’ attention is drawn to Schedule B – Description of Services, to be initialed by each Party in acknowledgment of the terms therein.***

**SCHEDULE A – GENERAL CONDITIONS**

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**CONTRACTOR'S OBLIGATIONS**

1. You must provide the services described in Schedule B (the "Services") in accordance with this Agreement. You must provide the Services during the term described herein (the "Term"), 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, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. You represent, and acknowledge that we are relying on such representations in entering into this Agreement, that:
  - (a) you are experienced in providing the Services and will provide the Services in a safe, efficient and professional manner to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services, and to the extent that you do not perform in this manner, you will redo the Services without additional cost to us or not bill us for such Services; and
  - (b) you have and will maintain all licenses and permits required to perform 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 satisfactory to us and for a period of 7 years after completion of the Services.
8. You must permit us at all reasonable times to audit, 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").

If as a result of an audit carried out while the records referred to in section 7 must be maintained by you, there is any revision to charges, you must pay to us the full amount for any overcharge or we must pay the full amount of any shortfall, as the case may be.

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".

**SCHEDULE A – GENERAL CONDITIONS**

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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, provided that you give us notice of any proposed disclosure required by law so that we may contest such disclosure,
  - (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. (a) You must
- (i) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
  - (ii) comply with the Security schedule, if attached as Schedule G
- (b) You are responsible for any unauthorized disclosure by your employees, subcontractors or anyone for whom you are responsible at law.
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 that 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 and Access to Information schedule, if attached as Schedule F.
16. You must maintain, pay for, and provide proof of, insurance on the terms, including form, amounts, and deductibles, outlined in Schedule E, as those terms may be modified from time to time in accordance with our directions. YOU MUST PROVIDE US WITH WRITTEN CONFIRMATION FROM THE APPLICABLE WORKERS' COMPENSATION AUTHORITIES, OR EQUIVALENT AUTHORITIES, THAT YOU AND ANY SUBCONTRACTORS ARE IN GOOD STANDING WITH SUCH AUTHORITIES, AND NO INVOICE FROM YOU WILL BE PAYABLE UNTIL SUCH CONFIRMATION IS RECEIVED.
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.

**SCHEDULE A – GENERAL CONDITIONS**

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18. You must comply with all applicable laws.
19. You must indemnify and save harmless us, our governors, officers, employees and agents (collectively the “Indemnitee”) from any losses, claims, damages, actions, causes of action, costs and expenses (“Claims”) that the Indemnitee, may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of bodily injury (including death), damage to property or infringement of third party intellectual property rights, 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 or in connection with this Agreement. The foregoing indemnity shall not apply to the extent that Claims are caused or contributed to by the independent acts or omissions of the Indemnitee.
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 D, 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 comply with, and must ensure subcontractors comply with, all applicable fire, safety, health and environmental laws and regulations, including all safety, health and environmental requirements pursuant to governmental permits, licenses or authorizations. You are solely responsible for ensuring the safety and health of your employees, agents and subcontractors, and for ensuring that your activities do not compromise the safety of our employees, agents or contractors. You must provide your employees, at your own expense, all safety gear required to protect against injuries during the performance of the Services
23. You must keep all of our property and premises free from liens and similar claims and encumbrances. If you fail to release and discharge any claim of lien of others against our property or premises within 5 working days of receiving notice from us, we may discharge or releases the claim of lien or otherwise deal with the lien claimant, and you must pay to us any and all costs and expenses (including legal fees) we incur in so doing.
24. 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.
25. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.

**PAYMENT**

26. If you comply with this Agreement, we must pay you
  - (a) the fees described in Schedule C, and
  - (b) the expenses, if any, described in Schedule C 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 C on account of fees and expenses.

**SCHEDULE A – GENERAL CONDITIONS**

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27. 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 C. We will pay the amount due under a statement within 45 days of our receipt of it. If we dispute any portion of a statement, we will pay the statement less the disputed amount, subject to adjustment upon resolution of the dispute. Non-payment of an amount in dispute will not diminish or modify any of your obligations to perform in accordance with this Agreement.
28. 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.
29. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule C and then to remit that tax to the Receiver General of Canada on your behalf.

**TERMINATION**

31. 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.

32. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

**GENERAL**

33. You are an independent contractor and not our employee, agent, or partner. Without our prior written consent, you will not carry on any activity that could be construed as being on behalf of us.
34. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
35. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia and the laws of Canada applicable therein. The Parties attorn to the non-exclusive jurisdiction of the courts of British Columbia, without prejudice to our right to take proceedings in any other jurisdiction. The Parties waive any right to a trial by jury.
36. Time is of the essence in this Agreement.
37. Any notice contemplated by this Agreement, to be effective, must be in writing and either
- (a) sent by confirmed 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, or

**SCHEDULE A – GENERAL CONDITIONS**

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(d) emailed or delivered by other electronic media agreed to by both Parties.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing, otherwise notices are received when delivered or when transmitted by facsimile, email or other electronic means. Either of the Parties may give notice to the other of a substitute address or fax number from time to time.

38. This Agreement may be executed and delivered by facsimile or electronically in portable document format (pdf) and in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one instrument.
39. 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.
40. No modification of this Agreement is effective unless it is in writing and signed by the Parties.
41. This Agreement and any modification of it constitute the entire agreement between the Parties as to performance of the Services.
42. 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.
43. Sections 6 to 15, 17, 19, 22, 26 to 28, 30 to 32 and 42 continue in force indefinitely, even after this Agreement ends.
44. We are entitled at all times to set off any amount owing from you to us against any amount owing to you with respect to this Agreement.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in another schedule to this Agreement and any provision of this Schedule A, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Schedule A.
47. The division of this Agreement into sections and the insertion of headings are or convenience of reference and does not affect the construction or interpretation of this Agreement.
48. 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 UVic alone and not to the combination of the Contractor and UVic which is referred to as "the Parties", and
  - (d) "attached" means attached to this Agreement when used in relation to a schedule.
49. If Schedule H is attached, the additional terms set out in that schedule apply to this Agreement.

**SCHEDULE B – DESCRIPTION OF SERVICES**

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**SCOPE OF WORK & DELIVERABLES:**

The nature of the assignments will be as follows:



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**SCHEDULE C – FEES AND EXPENSES**

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**Fees:**

**The maximum amount of the fees payable under this agreement is: \$**

**Expenses:**

**The maximum amount of expenses payable under this agreement is: \$**

**The maximum dollar amount payable under this agreement is: \$**

**All Fees and Expenses are to be invoiced by the contractor to obtain payment.**

INVOICING: Invoices shall be sent to UVic Accounts Payable, either via e-mail to: [payments@uvic.ca](mailto:payments@uvic.ca) or in hard copy to: The University of Victoria, Accounts Payable, PO Box 3040, STN CSC, Victoria, BC, V8W 3N7, and include: invoice number, Order Number, Order release number (if applicable), Order line item, quantity, unit and total price, number of packages or boxes, method and date of shipment, and applicable taxes. If Contractor is required to collect the GST from UVic, Contractor shall provide Contractor's GST registration number on all invoices as required under the Excise Tax Act (Canada). If the Contractor is a non-resident of Canada and is not registered for GST and provides evidence, satisfactory to the Minister of National Revenue, to establish that the GST has been paid on importation of the Goods supplied under the Contract, UVic will refund the amount of tax paid by the Contractor.

PAYMENT: Subject to any qualifications or requirements specified in the Contract including retention of holdbacks, UVic will pay Contractor the amount of each invoice prepared and submitted in accordance with the Contract 30 days after receipt of the invoice, provided the Goods are accepted by UVic and/or the Services are rendered to the full satisfaction of UVic. Any payments made before the delivery and inspection of the Goods or completion of performance of the Services shall not constitute acceptance by UVic of the Goods and/or the Services invoiced.

**Please state UVic Purchase Order (PO) number or Agreement (AGR) number on the face of the invoice.**

**SCHEDULE D – APPROVED SUBCONTRACTORS**

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**The following subcontractors are authorized pursuant to section 21 the General Conditions of this Agreement:**

**SCHEDULE E – INSURANCE**

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1. **Contractor shall, at its own expense, obtain and maintain during the term of this Agreement, in a form and with insurance companies satisfactory to UVic, policies of:**
  - (a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury (including death), personal injury and damage to property including loss of use thereof. Such insurance shall include coverage for broad form property damage, contractual liability, products and completed operations. UVic shall be named as an additional insured on the policy, but only with respect to the operations of the Contractor in the performance of this Agreement.
  - (b) Automobile Liability Insurance for a limit of not less than \$2,000,000 for all owned, non-owned, leased or rented licensed vehicles used in the performance of the Agreement.
  - (c) Professional Liability Insurance in an amount not less than \$1,000,000 insuring the Contractor's liability resulting from errors and omission in the performance of professional services under this Agreement. If the policy is written on a claims-made basis, coverage must be in place for a minimum of 12 months after the completion or termination of the Agreement.
2. The Contractor shall obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.
3. The Contractor shall provide to UVic, a Certificate(s) of Insurance evidencing the required insurances are in force and effect and that all coverage shall provide for 30 days prior written notice to be given to UVic in the event of cancellation or material changes. With the prior consent of UVic, should any portion of the Services performed be sub-contracted, the Contractor will ensure that each sub-contractor also maintains during the course of this Agreement insurance coverage which are in like form and with limits as those to be carried by the Contractor.

**SCHEDULE F – PRIVACY PROTECTION AND ACCESS TO INFORMATION**

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**In this Schedule,**

1.
  - (a) **“access”** means disclosure by the provision of access;
  - (b) **“Act”** means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
  - (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, if the information is used for that purpose;
  - (d) **“personal information”** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between UVic and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

**Purpose**

2. The purpose of this Schedule is to:
  - (a) enable UVic to comply with its statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

**Collection of personal information**

3. Unless this Agreement otherwise specifies or UVic otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless this Agreement otherwise specifies or UVic otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless this Agreement otherwise specifies or UVic otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by UVic to answer questions about the Contractor’s collection of personal information.

**Accuracy of personal information**

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or UVic to make a decision that directly affects the individual the information is about.

**SCHEDULE F – PRIVACY PROTECTION AND ACCESS TO INFORMATION**

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**Requests for access to personal information**

7. If the Contractor receives a request for access to personal information from a person other than UVic, the Contractor must promptly advise the person to make the request to UVic unless the Agreement expressly requires the Contractor to provide such access and, if UVic has advised the Contractor of the name or title and contact information of an official of UVic to whom such requests are to be made, the Contractor 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 5 business days of receiving a written direction from UVic to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, UVic must advise the Contractor of the date the correction request to which the direction relates was received by UVic in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor 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 UVic, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than UVic, the Contractor must promptly advise the person to make the request to UVic and, if UVic has advised the Contractor of the name or title and contact information of an official of UVic to whom such requests are to be made, the Contractor 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 Contractor 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 UVic otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

**Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by UVic in writing to dispose of it or deliver it as specified in the direction.

**Use of personal information**

15. Unless UVic otherwise directs in writing, the Contractor may only use personal information if that use is:

**SCHEDULE F – PRIVACY PROTECTION AND ACCESS TO INFORMATION**

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- (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
- (b) in accordance with section 13.

**Disclosure of personal information**

- 16. Unless UVic otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than UVic if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 17. Unless this Agreement otherwise specifies or UVic otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

**Notice of foreign demands for disclosure**

- 18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor 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
  - (d) must immediately notify UVic and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

**Notice of unauthorized disclosure**

- 19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify UVic. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

**Inspection of personal information**

- 20. In addition to any other rights of inspection UVic may have under this Agreement or under statute, UVic may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

**Compliance with the Act and directions**

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

**SCHEDULE F – PRIVACY PROTECTION AND ACCESS TO INFORMATION**

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- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by UVic under this Schedule.

22. The Contractor acknowledges that it is familiar with and agrees to adhere to the requirements of the Act governing personal information that are applicable to it as a service provider.

**Notice of non-compliance**

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify UVic 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 of termination which UVic may have under the Agreement or otherwise at law, UVic may, subject to any provisions in this Agreement establishing mandatory cure periods for defaults by the Contractor, terminate this Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

**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 “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of this Agreement.
28. If a provision of this Agreement (including any direction given by UVic under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of this Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor 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 Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

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## SCHEDULE G – SECURITY

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### Definitions

1. In this Schedule,
  - (a) **“Equipment”** means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
  - (b) **“Facilities”** means any facilities at which the Contractor provides or is to provide the Services;
  - (c) **“Information”** means information
    - (i) in the Material, or
    - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
  - (d) **“Record”** means a “record” as defined in the *Interpretation Act* RSBC;
  - (e) **“Sensitive Information”** means Information that is “personal information” as defined in the *Freedom of Information and Protection of Privacy Act* RSBC; and
  - (f) **“Services Worker”** means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
    - (i) the Contractor or a subcontractor if an individual, or
    - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including the obligations of the Contractor in the Privacy Protection Schedule, if attached.

### Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

### Services Worker activity logging

4. Subject to section 5, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by UVic in writing for the purposes of this section.
5. The Records described in section 4 must be made contemporaneously with the access and maintained at Contractor’s premises and available for review by UVic at all reasonable times on reasonable notice, and shall contain: the date and time of access, name of person accessing, reason for the access and the Sensitive Information accessed.

### Facilities and Equipment protection and access control

6. The Contractor must create, maintain and follow a documented process to:



## SCHEDULE G – SECURITY

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- (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

- 7. If UVic makes available to the Contractor any Facilities or Equipment of UVic for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by UVic on acceptable use, protection of, and access to, such Facilities or Equipment.

### Sensitive Information access control

- 8. The Contractor must:
  - (a) create, maintain and follow a documented process satisfactory to UVic for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

### Integrity of Information

- 9. The Contractor must:
  - (a) create, maintain and follow a documented process satisfactory to UVic for maintaining the integrity of Information while possessed or accessed by the Contractor.
- 10. For the purposes of section 9, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by UVic, the Information has:
  - (a) remained as complete as when it was acquired or accessed by the Contractor; and
  - (b) not been altered in any material respect.

### Documentation of changes to processes

- 11. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 6, 8 and 9.

### Notice of security breaches

- 12. If Contractor becomes aware that:
  - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
  - (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify UVic of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to UVic as soon as it is reasonably practicable for the Contractor to do so.

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## SCHEDULE G – SECURITY

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### Review of security breaches

13. If UVic decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of UVic as a result of a notification under section 13), the Contractor must participate in the review if requested to do so by UVic to the extent that it is reasonably practicable for the Contractor to do so, and take such steps as UVic reasonably requires to prevent the recurrence of such a matter.

### Retention of Records

14. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by UVic in writing to dispose of them or deliver them as specified in the direction.

### Storage of Records

15. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in a reasonable and prudent manner with the care necessary to prevent unauthorized access and/or modification to such Records.

### Audit

16. In addition to any other rights of inspection UVic may have under the Agreement or under statute, the UVic may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at UVic's discretion, copy:
  - (a) any Records in the possession of the Contractor containing Information; or
  - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 6, 8 and 9 and the logs described in sections 4 and 11) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by UVic of UVic's rights under this section.

### Termination of Agreement

17. In addition to any other rights of termination which UVic may have under the Agreement or otherwise at law, UVic may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

### Interpretation

18. In this Schedule, unless otherwise specified:
  - (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.
19. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
20. The appendices attached to this Schedule are part of this Schedule.

**SCHEDULE G – SECURITY**

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21. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
22. If there is a conflict between:
  - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
23. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

**SCHEDULE H – ADDITIONAL TERMS AND CONDITIONS**

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Pursuant to section 49 of the General Terms and Conditions of this Agreement the following additional terms and conditions shall apply to this Agreement:

**Ownership and Intellectual Property**

The copyright of the material developed by the Proponent under an Agreement resulting from a UVic Solicitation is the exclusive ownership of UVic and the Proponent may not use, market, distribute, publish or refer to any portion without the prior written consent of UVic.

All programs, documents, data, information, and material, in whatever form, produced or prepared for UVic pursuant to an Agreement under a UVic solicitation shall be owned by UVic and the exclusive property of UVic.

Upon the expiration of any agreement resulting from a UVic solicitation or upon an earlier written request from UVic to the proponent, the Proponent shall deliver to UVic within five (5) working days all programs, documents, data, information and material that is the property of UVic and in the possession of the Proponent. Copies or duplication of any such programs, documents, data, information or material shall not be retained by the Proponent without the express written consent of UVic.

This section shall survive the expiration or termination of any Agreement executed under a UVic Solicitation and resulting Agreement.