



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 corporate 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 “C” –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 B – Special Conditions (if attached)
Schedule C – Description of Services
Schedule D – Fees and Expenses
Schedule E – Privacy Protection and Access to Information (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 C – Description of Services, to be initialed by each Party in acknowledgement of the terms therein.



CONTRACTOR OBLIGATIONS

1. THE CONTRACTOR WILL:

- a) Regardless of the date of execution of this Agreement, provide the Services as described in Schedule C - Description of Services during the Term as defined in this Agreement;
- b) Supply and pay for all labour, materials, and approvals necessary or required to provide the Services at your own expense;
- c) Comply with all applicable laws;
- d) Be an independent contractor and not an employee or agent of UVic;
- e) Provide the Services in a safe and efficient manner to a standard of care and skill maintained by persons providing similar services on a commercial basis, and you warrant that you are experienced in providing the Services;
- f) Ensure that all persons employed or retained to provide the Services are competent to perform them and are properly trained, instructed and supervised;
- g) Not assign or subcontract your obligations under this agreement without prior written consent from UVic;
- h) Treat as confidential all records or material accessed, received or created by you under this Agreement and not permit disclosure of such records and material without prior written consent from UVic except as required by applicable law;
- i) Maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred, in a form satisfactory to UVic and permit us to audit, inspect and copy such records;
- j) Indemnify and hold harmless, UVic and our employees from any losses, claims, damages, actions, causes of action, costs and expenses that the you may sustain, incur, suffer, which are based upon, arise out of, or occur by reason of any negligent act or omission by you or by your subcontractors or agents in providing the Services, except to the extent liability arises out of Uvic's negligence;
- k) At your own expense, and without limiting your liabilities hereunder, obtain and maintain during the Term a commercial general liability policy, with an insurer licensed in British Columbia, in an amount not less than \$2,000,000 per occurrence insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall extend to include, but not be limited to blanket contractual liability, products & complete operations, automobile liability and include UVic as an additional insured. You agree to provide a Certificate of Insurance, evidencing such coverage upon request;
- l) Have workers' compensation insurance coverage in good standing and prior to the commencement of the Services, provide us with proof of such coverage;
- m) Provide, maintain and pay for any insurance, permits and licenses which may be required by law or are necessary to cover any risks you may assume as a result of entering into this agreement;
- n) Not provide any service 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;
- o) Comply with the Schedule E- Privacy Protection and Access to Information to protect personal information (if attached) accessed in the fulfillment of the Services; and
- p) Keep our property and premises free from liens and encumbrances.



THE CONTRACT PRICE

2. The Fees and Expenses payable to the Contractor for the Services are described in Schedule D.

CONTRACTING AGENCY

3. UVic will:
 - a) Subject to the terms of this Agreement and providing that the Services are performed to UVic's satisfaction, pay you the Fees and Expenses in accordance with the provisions of Schedule D;
 - b) At our discretion, withhold from the Contract Price, any amount sufficient to cover all costs associated with any statutory withholding taxes, lien or claim of lien that could arise in connection with the provision of the Services; and
 - c) Make available to the Contractor all information in UVic's possession which UVic considers pertinent to the provision of Services.

TERMINATION

4. If we terminate this Agreement for any reason other than your failure to comply with this Agreement, we will pay you the portion of the Fees and Expenses set out in Schedule D which equals the portion of the Services that was completed to our satisfaction before termination. This payment discharges us from all liability to you under this Agreement.
5. If you fail to comply with this Agreement, we may, in addition to terminating this Agreement immediately on notice to you, pursue any remedies we consider necessary.
6. This agreement can be terminated (for any reason) by us with 7 days prior written notice.

WARRANTIES

7. You expressly warrant that the goods and or work to be furnished and the productions thereof do not and will not infringe, any patent, copyright or industrial design and that you will at your own expense, defend any suit that may arise in respect hereto and hold harmless and indemnify us against all claims, demands, costs, charges and expenses arising from or incurred by any such infringement.

INTELLECTUAL PROPERTY

8. We will be the owner of the intellectual property rights of any material created by you during the performance of this Agreement unless the contrary is expressly written in this Agreement.

GENERAL

9. Time is of the essence of this Agreement.
10. Any notice to be effective, will be in writing and either:
 - (a) Delivered by hand;
 - (b) facsimile; or
 - (c) emailed or delivered by other electronic media agreed to by both Parties.

Notices are received when delivered or when transmitted by facsimile, email or other electronic means.



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11. 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.
 12. All amendments or modifications to this Agreement must be in writing and signed by all Parties.
 13. We are entitled to set off any amount owing from you to us against any amount owing to you by us.
 14. This Agreement is governed, construed and interpreted by the laws and courts of the Province of British Columbia.
 15. This Agreement and any modification of it constitute the entire agreement between the Parties as to the performance of the Services.
 16. Section numbers and headings are for convenience of reference only and do not affect the interpretation of this Agreement.
 17. If Schedule B is attached, the Special Conditions set out in that schedule apply to this Agreement.



The following Special Conditions are appended to and form part of this agreement:



Services to be provided:



Services to be provided (continued):



Fees:

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

Expenses:

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

Maximum Payable:

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 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.

See next page for additional information if required.



Additional Information for Fees & Expenses: