



The University of Victoria	And Name of Contractor providing services:	
("UVic", "we", "us", or "our" as applicable) at the following address: Office of the Vice President Academic & Provost PO Box 1700 STN CSC Victoria BC V8W 2Y2 Tel:250-721-7013	(the "Contractor", "you", or "your" as applicable) at the following address:	
	Postal Code:	
	Telephone #:	
	Fax #:	
	Email Address:	
	If not a Corporation with Federal, Provincial, or extra-Provincial registration, provide SIN# for tax reporting:	

The parties agree as follows:

- Contractor shall provide to UVic the services set forth in Schedule "B" –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.
- 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 – Terms and Conditions
 - Schedule B – Description of Services
 - Schedule C – Fees and Expenses
 - Schedule D – Privacy Protection
 - Schedule E – Additional Terms
- Select one of the following insurance options:
 - No insurance is required.
 - The University, at their own expense, reserves the right at any time during the term to require the Contractor provide commercial general liability insurance, acceptable to the University, for any activities under this contract.
 - At your own expense, and without limiting your liabilities hereunder, obtain and maintain during the term of this Agreement a Commercial General Liability policy (adding UVic as an Additional Insured) in an amount not less than \$2,000,000 per occurrence and Professional Liability Insurance in an amount not less than \$2,000,000 insuring the Contractor's liability resulting from errors and omission in the performance of professional services. If the Professional Liability 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.
- Contractor confirms that it has read this Agreement before signing it.
- The individual(s) signing below for Contractor warrants by his/her signature hereon that he/she has authority to bind Contractor.

University Information and Signature		Contractor Information and Signature	
Contract #:		Worksafe (WCB)#:	
SEND an electronic copy of this contract (with Schedules), once signed to: Faculty Relations and Academic Administration at fraasec@uvic.ca		GST#:	
		If No GST# , is it because the Contractor qualifies as a Sec. 148 Small Supplier? <input type="checkbox"/> Yes <input type="checkbox"/> No	
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: (Dean or delegate)		Signature(s):	
Print name:		Print names(s):	



CONTRACTOR'S ATTENTION IS SPECIFICALLY DRAWN TO THE ATTACHED SCHEDULE A – TERMS AND CONDITIONS GOVERNING THIS AGREEMENT AND TO SCHEDULE D PRIVACY PROTECTION. EXECUTING PARTIES' ATTENTION IS DRAWN TO SCHEDULE B – SERVICES, TO BE INITIALED BY EACH PARTY IN ACKNOWLEDGMENT OF THE TERMS THEREIN.

SCHEDULE A - TERMS AND CONDITIONS

CONTRACTOR OBLIGATIONS

1. THE CONTRACTOR:

- a) will, regardless of the date of execution of this Agreement, provide the Services as described in Schedule B Description of Services during the Term;
- b) will supply and pay for all labour, materials, and approvals necessary or required to provide the Services at your own expense;
- c) will comply with all applicable laws;
- d) will be an independent contractor and not an employee or agent of UVIC;
- e) will provide the Services in a safe and efficient manner to the 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) will ensure that all persons employed or retained to provide the Services are competent to perform them and are properly trained, instructed and supervised;
- g) will not assign or subcontract your obligations under this agreement without prior written consent from UVIC;
- h) will 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) will 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) will indemnify and hold harmless, UVIC and our employees from any losses, claims, damages, actions, causes of action, costs and expenses that UVIC or its employees 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) will be responsible for understanding and paying any tax obligations that you may have arising from this contract;
- l) confirms that i) it is understood that you and those working for you are not covered by WorkSafe BC as (an) employee(s) of UVIC; ii) if you have WorkSafe BC coverage you have provided your WorkSafe Registration Number to UVIC under s. 5; iii) if you do not have WorkSafe BC coverage, for whatever reasons, you agree to indemnify and hold harmless, UVIC from any losses, claims, damages, actions, causes of action, costs and expenses that you and/or your employees may sustain, incur, suffer, which are based upon, arise out of, or occur by reason of your not having WorkSafe BC coverage for this contract.
- m) will 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) will 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) will comply with the Schedule D Privacy Protection to protect personal information accessed in the fulfilment of the Services;
- p) will keep our property and premises free from liens and encumbrances;
- q) will, if your work will result in in-person contact with UVIC employees or students, provide proof that you are fully vaccinated against COVID-19 based on the definition of "fully vaccinated" provided by the World Health Organization;
- q) follow University policies pertinent to independent contractors including, but not limited to, those which can be found at <https://www.uvic.ca/universitysecretary/policies/>.

THE CONTRACT PRICE

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

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 C;
- 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 C 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.

GENERAL

7. Time is of the essence of this Agreement.
8. 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.
9. All amendments or modifications to this Agreement must be in writing and signed by all parties.
10. We are entitled to set off any amount owing from you to us against any amount owing to you by us.



11. 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.
12. 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.
13. This Agreement is governed, construed and interpreted by the laws and courts of the Province of British Columbia.
14. This Agreement and any modification of it constitute the entire agreement between the parties as to the performance of the Services.
15. 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.
16. Section numbers and headings are for convenience of reference only and do not affect the interpretation of this Agreement.
17. If Schedule E is attached, the additional terms set out in that schedule apply to this Agreement.

SCHEDULE B

Description of Services

INSTRUCTION TO USER: Outline the services the contractor will be providing. Include clear complete description of the services to be provided. End result or the deliverables should be detailed, quantifiable and time specific. Answer the following questions: Who, what, where, when, why and how? What performance or service level is expected to be acceptable? Who will be monitoring the provision of these services at UVic? Who will receive and approve invoices?

SCHEDULE C

Fees and Expenses

INSTRUCTIONS TO USER: Describe the fees and types of expenses payable and the applicable payment schedule. State whether expenses (if any) must be pre-approved.

Fees:

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

Expenses:

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

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

Invoices should be forwarded to: Financial Services – Accounts Payable
P.O. Box 3040 STN CSC
Victoria B.C. V8W 3N7

Please quote UVic Contract Number.



SCHEDULE D
PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - (a) “**Access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act* [RSBC 1996] CHAPTER 165, as amended from time to time;
 - (c) “**Contact Information**” means information used 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, or business email of the individual when used for that purpose;
 - (d) “**Data**” means all of the information that is collected and received by the Contractor from or on behalf of the Public Body as a result of this Agreement;
 - (e) “**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 the Public Body and the Contractor dealing with the same subject matter as the Agreement;
 - (f) “**Information Incident**” means unauthorized access, collection, use, disclosure, alteration or disposal of Personal Information or records containing Personal Information; or unauthorized access to facilities or equipment containing Personal Information.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body 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.

Interpretation

3. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
4. 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.
5. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
6. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
7. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.

Collection of Personal Information

8. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, and for the purposes of the Agreement, 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, pursuant to the Agreement.

Accuracy of Personal Information

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

Requests for Access to Personal Information

10. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official



of the Public Body 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.

11. The Contractor will assist the Public Body in responding to access to information requests under the Act, for records that are derived from or related to the provision of services by the Contractor to the Public Body, and that are in the custody or under the control of the Contractor.

Correction of Personal Information

12. If the Contractor receives a request for correction of Personal Information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and Contact Information of an official of the Public Body 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.
13. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any Personal Information, the Contractor must annotate or correct the information in accordance with the direction, unless the Contractor has provided a mechanism for the public body to make the correction or annotation.
14. When issuing a written direction under section 13, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with this section 15.
15. Within 5 business days of correcting or annotating any Personal Information under section 12, 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 the Public Body, the Contractor disclosed the information being corrected or annotated.

Protection and security of Personal Information

16. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disruption, or disposal, including any measures that may be expressly required pursuant to the Agreement. Unless the Agreement otherwise specifies, the Contractor will protect personal information in accordance with the Public Body's Information Security Standards, as applicable, available here: <https://www.uvic.ca/systems/support/informationsecurity/security-standards/index.php>.

Storage and access to personal information

17. Except as provided in this Schedule, or unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada.
 - (a) For greater clarity, backups or any other off-site copies of Personal Information used by the Contractor for disaster- or data-recovery will be located in Canada.
 - (b) Prior to providing access to the Personal Information to any of the Contractor's employees, the Contractor will require that such employees sign or have signed a privacy and confidentiality agreement. Such privacy and confidentiality agreement will include a clause providing that discipline up to and including termination of employment may result if an employee collects, accesses, uses, discloses, disposes, disrupts, or otherwise interferes with Personal Information stored or processed by the Contractor under the Agreement.

Retention of Personal Information

18. Unless the Agreement otherwise specifies, the Contractor must retain Personal Information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

19. Unless the Public Body otherwise directs in writing, the Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
20. The Contractor will not use, copy, manufacture, sell, change, or modify in any manner the Personal Information, or use any of the Personal Information as the basis of creation of any other item that incorporates any of the Personal Information, in any medium or format, except in connection with the performance of the Contractor's obligations under the Agreement or in accordance with directions of the Public Body.
21. The Contractor will ensure that all of its employees who are involved in the performance of activities under this Agreement are aware of and agree to comply with the Contractor's obligations hereunder; and
22. The Contractor is responsible for any breach of the provisions of this Schedule by any of its employees.



Disclosure of Personal Information

23. Unless the Public Body otherwise directs in writing, the Contractor may only disclose Personal Information to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- (a) Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only disclose personal information outside of Canada if the disclosure is necessary for the processing of information and if that processing does not result in the storage of personal information, other than personal information that is metadata related to the processing, outside of Canada.
24. The Contractor will not subcontract any work that may require or lead to further disclosure of any Personal Information until the subcontractor has delivered to the Contractor a contract executed by the subcontractor and the Contractor which binds the subcontractor to terms substantially the same as those contained in this Agreement.

Information incidents

25. If the Contractor becomes aware that an Information Incident has occurred, or may have occurred, (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Public Body of the particulars of that occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Public Body as soon as it is reasonably practicable for the Contractor to do so.
26. If the Public Body decides to review an Information Incident (whether or not it came to the attention of the Public Body as a result of notification provided under the section above), the Contractor must participate in the review if requested to do so by the Public Body to the extent that is reasonably practicable for the Contractor to do so. Additionally, the Contractor shall take such steps as the Public Body reasonably requires in order to prevent the recurrence of such an incident.
27. The contractor must provide the Public Body with regular updates in relation to the incident, its investigation, and any remediation steps being taken or contemplated, including, in the event of a ransomware attack, the measures being taken by the Contractor to respond to the attack.
28. If the incident is primarily the result of the Contractor's action, inaction, or the Contractor's security arrangements to protect personal information, the Contractor must cooperate with the Public Body to notify affected individuals in a timely manner.

Compliance with the Act and directions

29. The Contractor must in relation to Personal Information comply with:
- (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) written directions given under this Schedule by the Public Body.
30. The Contractor acknowledges that it is familiar with the requirements of the Act governing Personal Information that are applicable to it as a service provider.
31. For the purposes of the Act, the Personal Information is under the control of the Public Body.

Notice of non-compliance

32. 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 the Public Body 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

In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body 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.



**University
of Victoria**

Vice-President
Academic & Provost

Services Agreement – Academic Services

SCHEDULE E ADDITIONAL TERMS