

CANADIAN MUSEUM OF CIVILIZATION CORPORATION GENERAL TERMS AND CONDITIONS

1. This Letter of Agreement (General Terms and Conditions, “GTC”) is forwarded to the person (hereinafter called the “Contractor”) whose agreement to perform on a contractual basis the Work specified on the original document and the copies hereof (hereinafter called the “Work”) is requested by the Canadian Museum of Civilization Corporation (hereinafter called the “CMCC”) representing Her Majesty the Queen in right of Canada (hereinafter called “Her Majesty”).
2. The Contractor shall indicate his/her agreement to perform the Work, in accordance with all of the terms and conditions herein contained, upon signature and delivering Copy 2 of this Letter of Agreement to the Issuing Office within two days of the date it is received by the Contractor. CMCC reserves the right to cancel the Letter of Agreement in the event of failure by the Contractor to fulfill this obligation. If the Contractor does not wish to perform the Work, he/she should so advise in writing and return to CMCC without delay the Letter of Agreement and all documents and other materials pertaining to the Work that have been forwarded to him/her.
3. Any Work offered and accepted by the Contractor shall be subject to inspection by CMCC and shall be performed by the Contractor to the satisfaction of CMCC and within the time limited therefore by CMCC.
4. In the event that any Work is, in the opinion of CMCC, inadequately performed or unduly delayed due to the fault of the Contractor, CMCC, at its discretion, may:
 - a) return the Work to the Contractor for correction and the Contractor shall forthwith correct the Work at his/her own expense and return it to CMCC within the time limited therefore by CMCC, or
 - b) terminate this Letter of Agreement and determine the amount that, in CMCC’s opinion, is the value to CMCC of the Work that has been submitted by the Contractor, and CMCC shall pay to the Contractor and the Contractor shall accept as full payment the amount so determined by CMCC.
5. Subject to article 4, CMCC shall pay the Contractor, after completion of the Work by the Contractor, the remuneration stated by CMCC on the Letter of Agreement form and agreed to by the Contractor in accordance with article 2 provided that the INVOICE has been submitted to CMCC.
6. CMCC may terminate this Letter of Agreement, at any time and for any reason, and notify the Contractor that the Contractor shall cease performance of any Work that has been offered to him/her by CMCC, and the Contractor shall forthwith upon notification cease performance of the Work and transmit to CMCC all completed Work and Work-in-progress in that connection, together with all research material, reports, and any other documentation relating thereof and CMCC shall pay to the Contractor the value of the Work in the opinion of CMCC performed to the date of notification.
7. The Contractor shall treat as confidential, during as well as after the performance of any Work under this Letter of Agreement any information of confidential character relating to the affairs of CMCC or Her Majesty to which he/she becomes privy as a result of his/her acting as a Contractor.
8. All research material, reports, papers, and other documentation forming part of or produced in the performance of the Letter of Agreement and all copyrights thereof are the property of CMCC and neither the Contractor nor his/her servants or agents shall divulge, release or publish any such research, material, reports, papers, or other documentation, or any part thereof without first having obtained written permission from CMCC.
9. CMCC shall not be liable for injury, loss or damage (including death) to the Contractor, its employees or agents or for loss of or damage to the property of the Contractor its employees and agents in any manner based upon, occasioned by or in any way attributable to the services of the Contractor, its employees and agents under this Letter of Agreement unless such injury, loss or damage is caused by the negligence of an officer or servant of CMCC while acting within scope of his/her employment.
10. The Contractor shall not assign or sublet this Letter of Agreement or any part thereof without the written permission of CMCC.
11. When anything is required to be done or may be done by CMCC under this Letter of Agreement, it may be done by anyone duly authorized by CMCC to act on its behalf.
12. No Member of the House of Commons shall be admitted to any share or part of this Letter of Agreement or to any benefit arising therefrom.
13. It is understood and agreed that the Letter of Agreement is a contract for the performance of service, and that the Contractor is engaged as an independent contractor and that he/she is not nor shall be deemed to be an employee of CMCC.
14. The Contractor may provide office space equipped with such furniture, together with such staff and other services as may be necessary for the carrying out of the Work under the Letter of Agreement.
15. Where there is a conflict, the provisions specified in the Letter of Agreement as “Scope of Work” shall prevail over the provision of these conditions.
16. It is a term of any CMCC Agreement that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for the Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions; and that during the term of any type of this Agreement any persons engaged in the course of carrying out such Agreement shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-employment Code for the Public Office Holders, (which are the same as those in the Conflict of Interest and Post-Employment Code for the

Public Service. Should an interest be acquired during the life of any CMCC Agreement that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Contract Authority.

17. This Contractor is engaged under this Agreement as an independent contractor. Neither the Contractor nor any of his/her personnel is engaged as an employee, servant or agent of CMCC. The Contractor further agrees to be solely responsible for any and all payments and/or deductions required to be made with respect to unemployment insurance, Worker's Compensation, income tax or such other payments or deductions.
18. Time shall be of the essence of this Agreement. Notice in writing of any occurrence causing or likely to cause delay shall be given promptly to CMCC by the Contractor. If by reason of force majeure or other cause beyond the reasonable control of the Contractor, any of the Work has been or is likely to be delayed, CMCC may, at its sole discretion, extend the time for completing the Work so delayed.
19. The Contractor shall, at his/her own expense, procure and maintain in force for the duration of this Agreement
 - (i) Commercial General Liability insurance, with a minimum limit of two million dollars (\$ 2,000,000.00) in Canadian funds including coverage for personal injury, bodily injury (including death) and property damage for any one occurrence or series of occurrences arising from one cause, no aggregate, and with a maximum deductible of two thousand five hundred dollars (\$2,500.00) in Canadian funds. The policy shall provide coverage for, but not be limited to, all premises and operations of the Contractor, non-owned automobile, contractual liability and liability specifically assumed under this Agreement. CMCC shall be added to the policy as an additional insured and the policy shall contain a cross-liability clause. The coverage afforded to CMCC as an additional insured shall include, but not be limited to, negligence on the part of CMCC arising out of this Agreement.
 - (ii) All Risk Property insurance of sufficient limit to cover all property of CMCC entrusted to the Contractor.
 - (iii) Worker's Compensation or Workplace insurance as required by statute in any Province or Territory where any employee of the Contractor or any Subcontractor may be domiciled or, if applicable, where the site of the Work is located.

The Contractor shall deliver to CMCC, at the time of the signing of this Agreement, a certificate or certificates of insurance as evidence that the required coverages are in effect and that CMCC shall be given sixty days' prior written notice of cancellation or expiry of, or material change to, such coverage.

The foregoing insurance provision shall not limit the insurance required by municipal, provincial, and federal law. The insurance coverages shall be underwritten by an insurer that is licensed in the provinces in which the Contractor is conducting business under this Agreement. It shall be the sole responsibility of the Contractor to determine what additional insurance coverages, if any, are necessary and advisable for his/her own protection or to fulfill his/her obligation under this Agreement. Any such additional insurance shall be provided and maintained by the Contractor at his/her own expense.
20. The Contractor shall submit to CMCC, before commencement of the Work, the names of all persons who will be present at the place of Work, whether inside or outside the area of Work and who are involved with the Work, whether they are employees of the Contractor or Subcontractors. The Contractor and all Subcontractors shall agree to submit, if required to do so by CMCC, the following security screening forms in a duly completed manner, for themselves and for any other persons who will be assigned to Work on their behalf on this project, before commencing the Work: Declaration Regarding Criminal Convictions, Consent to Disclosure of Personal Information parts (1) Reliability, (2) Criminal record, (3) Credit and (4) any other security clearance form reasonably required by CMCC. The Contractor agrees to only allow favourably screened personnel on the Work site as determined by CMCC.
21. The Contractor shall at all times indemnify and hold harmless CMCC, its directors, officers, employees and others for whom it may be responsible in law, from and against all losses, claims, including claims made by the Contractor's personnel under Worker's Compensation or Workplace insurance legislation, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss of, damage to or destruction of property (including loss or damage sustained by the Contractor) or personal injury including death, and from and against any and all loss of, damage to or destruction of property, expenses and costs (including any consequential or economic loss, and legal fees and disbursements on a solicitor-client basis) suffered or incurred by CMCC arising out of or in any way connected with this Agreement, whether or not caused by the Contractor's negligence, except to the extent to which such loss or damage has arisen solely out of CMCC's negligence. The Contractor shall also indemnify and hold harmless CMCC with regard to any action or claim for infringement or alleged infringement by the Contractor of any patent of invention, industrial design or trademark, including infringement arising out of specifications furnished by CMCC.
22. Unless otherwise provided in the Agreement and notwithstanding prior inspection and acceptance of any Work by CMCC and without restricting any other terms of the Agreement or any condition, warranty or provision implied or imposed by law, the Contractor warrants that for a period of twelve (12) months from the date of completion of the Work, the Work shall be free from all defects in material and Workmanship and conform with the requirements of any Agreement..
23. CMCC may at any time or from time to time order the suspension of Work in whole or in part, as described in the Agreement, and make modifications of, and changes in or additions to, the specifications, changes in methods of delivery or packaging, and changes in the date or location of delivery. All directions given by CMCC with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition of the Work shall result in a monetary increase or decrease of the cost of the Work, the Agreement price shall be amended and adjusted accordingly, provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.
24. CMCC's Project Authority shall indicate acceptable access routes for installation personnel, materials, equipment and removal of waste. Contractor shall restrict its access to those prescribed routes. Unescorted access will not be permitted under any circumstances through the public areas of the building, nor through the occupied, non-public portions of the building. The Contractor shall provide access to authorized visitors to site, and shall supply to those visitors the required protective safety equipment. The Contractor shall provide and maintain controls necessary to preserve continuous security of the site against intrusion, loss or damage.
25. Smoking is strictly prohibited within CMCC's buildings.