1. **Definitions:** In this Purchase Order, the following expressions have these meanings:

   (a) “Agreement” means this Services Agreement between the University and the Contractor including the provisions on the attached Purchase Order and any additional document specifically referred to on the attached Purchase Order;

   (b) “Confidential Information” means concepts, ideas, plans, data, trade secrets, methods, processes or procedures, or any other financial or business information marked as confidential by either party, except information that:
      - becomes available in the public domain;
      - is disclosed in good faith by a third party having legitimate possession and the right to make such disclosures;
      - was already known without any obligation of confidence prior to disclosure;
      - was developed independently prior to disclosure of any Confidential Information, or by employees who have not had access to the Confidential Information;

   The University’s Confidential Information also includes all Personal Information.

   (c) “Contractor” means the partnership or corporation named on the attached Purchase Order;

   (d) “Fees” means the fees referred to on the attached Purchase Order;

   (e) “FOIP” means the Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25, as amended from time to time;

   (f) “Personal Information” means recorded information about an identifiable individual, as defined in more detail in FOIP; that is disclosed to the Contractor or collected, created, maintained, or stored by the Contractor in the performance of its duties under the terms of this Agreement, excluding the Contractor’s own accounting and human resources records;

   (g) “Services” means the services to be performed by the Contractor, particulars of which are described on the attached Purchase Order or attached described thereon;

   (h) “Term” means the period commencing on the Commencement Date and ending on the Ending Date as set forth on the Purchase Order attached;

   (i) “University” means The Governors of the University of Alberta.

2. **Services:** The University hereby retains the Contractor, as an independent contractor, for the purpose of performing the Services during the Term and the Contractor hereby accepts the retainer. The Contractor will perform the Services during the Term in a timely and competent manner in accordance with the terms and conditions of this Agreement and in accordance with applicable professional and industry standards for the Services. The Contractor shall obtain information and direction from the University on a regular basis in the performance of the Services.

3. **Fees:** As payment for the Services, the University will pay to the Contractor the Fees as set out on the attached Purchase Order. Except as otherwise specified, no amount in addition to the Fees will be payable by the University on account of expenses or disbursements of the Contractor.

4. **Payment Terms:** The Contractor will render invoices for the Fees to the University monthly, unless otherwise specified, and the University will pay to the Contractor the Fees or such portion thereof as is properly due, together with GST (if applicable). Invoices shall contain such information and details as the University may reasonably require. Payment terms are net 30 days from receipt of invoice by the University; PROVIDED THAT the University may withhold payment of any portion of the invoice which is in dispute and the University and the Contractor shall act reasonably to resolve such dispute in a timely manner.

5. **Contractor to Provide:** The Contractor shall provide all personnel, labour, materials, supplies, equipment, tools, transportation and other requirements for the timely and proper performance of the Services, except as otherwise expressly set forth in this Agreement.

6. **Applicable Laws:** The Contractor will comply with all applicable policies of the University and all statutes, laws and regulations relating to the performance of the Services, including FOIP, the Lobbying Act, and any applicable worker’s compensation, employment standards and occupational health and safety laws. If the Services require the Contractor to lobby any level of government, the Contractor shall notify the University’s Government and Stakeholder Relations office by email to government.relations@ualberta.ca prior to commencing the Services in order to register with that office.
7. **Confidentiality:** Except as required by law, neither the University nor the Contractor shall disclose, nor permit any person employed or engaged by it to disclose (except in the proper performance of the Services) Confidential Information gained by it as a result of the performance of the Services. The Contractor shall bear the costs of records management practices required by FOIP in relation to Confidential Information of the University under the care of the Contractor in performance of the Services. All such Confidential Information and records shall be returned to the University by the Contractor upon the expiry or earlier termination of the Term or alternatively, upon the request of the University, deleted or destroyed. The Contractor shall immediately give written notice to the University of any request from another party for release of any Confidential Information of the University, and will cooperate if the University uses any remedies available at law to protect the Confidential Information from such disclosure.

8. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the University's best interests. Upon becoming aware of a conflict relating to this Agreement the Contractor shall immediately disclose the relevant information pertaining to the conflict to the University.

9. **Business Gifts and Hospitality:** To preserve the image and integrity of the University and its employees and agents, business gifts other than items of minor value shall not be offered. Reasonable hospitality is an accepted courtesy of a business relationship. The frequency and nature of gifts or hospitality shall not be allowed whereby the recipient might be or might be deemed by others to have been influenced in making a business decision as a consequence of accepting such hospitality or gifts.

10. **Insurance:** During the Term, the Contractor shall maintain the minimum insurance coverage specified below and shall provide satisfactory certificates of insurance confirming such coverages on request by the University.

   (a) general liability insurance against third party bodily injury, personal injury and property damage, including products and completed operations liability and blanket contractual liability for an amount of not less than five million dollars ($5,000,000) per occurrence;

   (b) professional liability insurance for an amount of not less than one million dollars ($1,000,000) if applicable to the Services;

   (c) standard automobile insurance for all vehicles owned, licensed or leased by the Contractor and non-owned automobile insurance, if required, for an amount of not less than two million dollars ($2,000,000) per occurrence for each type of coverage;

   (d) all risks property insurance for all material equipment and products included in or required for the Service for an amount not less than the amount of the purchase price;

   (e) worker's compensation coverage or employer's liability coverage for employees of the Contractor as well as personal coverage for any directors, partners and agents of the Contractor involved in the performance of the Services.

11. **Audit and Records Retention:** The Contractor shall maintain, at its cost, complete and accurate records of the Services performed for the University and all Fees charged to the University, for a period of Two (2) years after performance of the Services or early termination of the Term. During the Term, the University and any person designated by the University, shall have access to the Contractor's records and documentation relating to the Services, at all reasonable times, for the purpose of auditing and verifying the performance and cost of the Services.

12. **Exclusion of Liability:** Notwithstanding anything to the contrary expressed or implied in this Agreement, the University shall not be liable to the Contractor for any general, indirect or consequential damages or any economic losses of any kind, regardless of whether the liability to which such damages relate arises in contract, tort or otherwise in law, or for any bodily injury, loss or damage sustained by the Contractor, its employees, agents or sub-contractors arising from any cause whatsoever.

13. **Indemnity:** The Contractor holds harmless and indemnifies the University (including its Board members, officers, employees and agents), from and against any costs, losses, damages, actions and liabilities incurred by the University arising directly or indirectly in connection with or as a result of any breach, default, negligent act or omission or wilful misconduct by the Contractor, its employees or agents in the performance of its obligations under this Agreement or as a result of any misrepresentation in this Agreement. This indemnity shall survive the expiration or termination of this Agreement.
14. **Termination:** The University may terminate this Agreement immediately if any of the following events occur, as determined by the University, in its sole discretion:

(a) any material breach or non-performance by the Contractor of its obligations under this Agreement, including failure of the Contractor to devote the necessary time, resources, staff and skill to the performance of the Services;

(b) the Contractor becomes insolvent, is adjudged bankrupt or takes the benefits of any legislation relating to bankrupt or insolvent debtors;

(c) the Contractor voluntarily or by court order is wound-up, dissolved or liquidated;

(d) any adverse change in circumstance or conduct of the Contractor which may affect or harm the status or reputation of the University.

The University may, at any time, upon thirty (30) days prior written notice, terminate this Agreement.

15. **Consequences of Termination:** As of the effective date of termination, the rights and obligations of the parties shall cease (except to the extent such rights and obligations apply to that portion of the Term occurring prior to the effective date of termination) and the parties shall co-operate in the return of records and information, payments and related matters.

16. **Notice:** Any notice to be given by either party hereto to the other pursuant to this Agreement shall be in writing and delivered by hand during the University's normal business hours to the address specified on the execution page of this Agreement (or such other address as notified by a party by notice given under this clause).

17. **Miscellaneous:** General Covenants:

(a) This Agreement constitutes the entire understanding between the parties relating to the Services. There are no agreements, representations or warranties except as set forth in this Agreement. No modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

(b) The rights and obligations of the parties hereunder shall not be assigned or assignable, in whole or in part, by either party. The terms of this Agreement shall enure to the benefit and be binding upon the successors of each of the parties.

(c) In any provision of this Agreement containing words denoting inclusion (e.g. “including”) followed by a list of specific matters or items, such lists will not restrict the generality of such provision.

(d) This Agreement shall be interpreted under and governed by the laws in force in the Province of Alberta, the courts of the Province of Alberta have exclusive jurisdiction over any legal proceedings arising from this Agreement and the parties attorn to the jurisdiction of such courts.

(e) Any intellectual property developed by the Contractor in the performance of the Services, including copyright to any materials produced by the Contractor, belongs to the University and the Contractor hereby waives in entirety its moral rights relating thereto and will obtain a similar waiver from its employees and other persons involved in the performance of the Services. This Agreement does not transfer to the Contractor any rights whatsoever (including ownership or usage rights) to any intellectual property developed by the Contractor in the delivery of the Services.

(f) Nothing in this Agreement shall make the relationship between the University and the Contractor one of partnership, joint venture or employment. The Contractor is an independent contractor. Nothing in this Agreement constitutes authority for the Contractor to make commitments which bind the University or to otherwise act on behalf of the University.

(g) The Contractor will not use, nor shall it permit any person employed by it to use, identifying marks of the University other than with the prior written consent of the University, which may be arbitrarily withheld.

(h) If any provision of this Agreement or the application thereof is held invalid or unenforceable to any extent, the remainder of this Agreement or the application thereof shall not be affected thereby.

(i) The Contractor represents and warrants that the Services contracted for are directly related to the business of the Contractor and that the Contractor is a resident of Canada. The Contractor acknowledges that the foregoing declaration has no binding effect on Canada Revenue Agency but will be relied on by the University in determining its obligations under the *Income Tax Act* (Canada) and regulations thereunder.

or

The Contractor represents and warrants that the Services contracted for are directly related to the business of the Contractor and that the Contractor is a non-resident of Canada. In accordance with
the provisions of the *Income Tax Act* (Canada), the University will withhold and submit 15% of the Fees charged on each invoice for services performed in Canada unless the Contractor obtains from Canada Revenue Agency a waiver or reduction in the amount to be withheld.

(j) Terms, provisions, covenants and conditions contained in this Agreement which, by their nature or the terms thereof, require their performance by the parties after the expiration or termination of this Agreement shall continue in full force and effect following such expiry or termination.