

APPENDIX B:

PROFESSIONAL SERVICES AGREEMENT For Independent Contractor/Supplier

THIS AGREEMENT made as of the ____ day of _____, 20____,

BETWEEN:

RYERSON UNIVERSITY

a university incorporated under the *Ryerson University Act, 1977(amended)*
("Ryerson")

AND

(the "Supplier").

WHEREAS:

- A. Ryerson wishes to retain the Supplier for the provision of certain professional services as set out below;
- B. the Supplier wishes to supply such services; and
- C. the parties wish to set out the terms and conditions of such services;

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 TERM OF THE AGREEMENT

- 1.1 The Agreement commences on the date first written above and ends on the later of (i) _____ and (ii) the completion of the Services (as hereinafter defined) to the full and complete satisfaction of Ryerson (the "**Term**").
- 1.2 Notwithstanding Section 1.1 above, the Term may not exceed one (1) year from and expires on the first anniversary of the date first written above. Ryerson does not permit any extensions.

2.0 APPLICATION

- 2.1 This Agreement applies to _____ and no other unit of Ryerson.

3.0 PERFORMANCE

- 3.1 The Supplier shall perform and complete services as described in **Schedule "A"- Scope of Services** (the "**Services**") in accordance with this Agreement and in a professional, careful, diligent and efficient fashion on a non-exclusive basis to the full and complete satisfaction of Ryerson.
- 3.2 The Supplier represents and warrants that:
 - a) the Supplier is competent and fully qualified to perform and complete the Services;
 - b) it has the full right and power to enter into this Agreement and there is no agreement under which it is bound which would in any way interfere with Ryerson's rights under this Agreement;
 - c) all persons employed or retained by the Supplier (such persons, suppliers, employees, subcontractors and agents, being the "**workers**") and assigned to perform

and complete the Services have the requisite qualifications, knowledge, skill and ability to perform the Services;

- d) all workers assigned by the Supplier to perform and complete the Services shall do so with professional skill and competence; and
- e) the Supplier shall keep Ryerson informed about the progress of the Services provided at reasonable intervals or as may be specifically requested by Ryerson.

4.0 PAYMENT TERMS AND EXPENSES

- 4.1 The Supplier shall not commence any Services until the Supplier has received a Ryerson Purchase Order (PO). The PO number must be referenced on the Supplier's invoice presented to Ryerson upon completion of the Services, in an amount or on such rate as is set out in **Schedule "A"** hereto. Ryerson's payment terms are net 45 days from the date the Supplier submits the invoice to Ryerson.
- 4.2 Ryerson encourages all Suppliers to apply for Electronic Funds Transfer (EFT) to permit payment directly to the Supplier's banking account.
- 4.3 Ryerson's policy does not allow for reimbursement to Suppliers for miscellaneous expenses such as mileage, parking, cleaning, fuel, photocopies, facsimile, meals, alcohol etc. All Supplier fees, rates and pricing must include these expenses.

5.0 CHANGES TO THE SERVICES

- 5.1 Ryerson reserves the right in its sole discretion to make changes to the Scope of Services at any time during the performance of the Services, by written notice to the Supplier.
- 5.2 The Supplier shall make any claim for adjustment within thirty (30) days of notification of the changes from Ryerson.

6.0 REPLACEMENT OF WORKERS

- 6.1 The Supplier represents and warrants that all workers are well trained, fully capable and fully competent to perform the Services.
- 6.2 The Supplier further represents and warrants that the Supplier is responsible and liable for the Services of all the workers to the same extent that the Supplier is responsible and liable for its own employees and their Services. The Supplier shall the workers of their obligations under this Agreement and shall ensure their compliance with its applicable terms.
- 6.3 Notwithstanding the foregoing, the Supplier expressly acknowledges that Ryerson has the right in its sole discretion to require the Supplier to replace any worker that Ryerson deems to be unsuitable for any reason with another person of equal or better skill upon written notice to do so, and such request shall not be construed as interference with the Supplier's performance of the Services.
- 6.4 Upon notice, any worker deemed unsuitable by Ryerson is not allowed to return to the Services site without the prior written permission of Ryerson.

7.0 SUBCONTRACTING AND ASSIGNMENT

- 7.1 The Supplier may not assign or subcontract this Agreement or the performance of the Services in whole or in part to any other person without the prior written consent of Ryerson.

8.0 WARRANTY

- 8.1 The Supplier warrants that the Services are free of all defects, deficiencies and problems for a period of twelve (12) months from the date of approved final completion.

- 8.2 If, in the sole opinion of Ryerson, defects, deficiencies or problems appear during the warranty period, the Supplier shall immediately remedy, replace, re-perform or correct the Services at no cost to Ryerson within a time fixed by Ryerson.
- 8.3 If the Supplier fails to respond or remedy, replace, re-perform or correct the Services within the time fixed by Ryerson, Ryerson may remedy, replace, reperform or correct the Services and, any damage arising from it, by whatever means it chooses and the cost of same is to be paid by the Supplier.
- 8.4 The Supplier further warrants that any of the Services replaced, re-performed, remedied or corrected is free of defects, deficiencies or problems for a further period of twelve (12) months from the date of completion of the required repair, re-performance, remedy or correction.

9.0 COMPLIANCE WITH LAWS

- 9.1 The Supplier shall at its sole expense at all relevant times during performance of the Services comply and adhere to all statutes, rules, orders, ordinances and regulations of all governmental authorities, including but not limited to the *Accessibility for Ontarians with Disabilities Act, 2005*, and its regulations, as may be amended from time to time.
- 9.2 In the performance of the Services and at all times when on Ryerson's land and premises, the Supplier shall comply and ensure all persons for whom it is responsible shall comply with all Ryerson policies, rules, regulations, restrictions, directives and orders relative to the performance of the Services and the safety of the public.

10.0 PERMITS AND LICENCES

- 10.1 The Supplier shall procure, at its own expense, all permits and licences which may be required for performance of the Services and shall pay all customs, duties and all excise, licence, occupation and other taxes with may be or become payable to any authority by reason of the performance of the Services, unless otherwise specifically agreed in writing.

11.0 INSURANCE

- 11.1 The Supplier shall carry at all times during the performance of the Services, including any warranty period at its own cost and expense, the following minimum insurance:
- a) Commercial General Liability Insurance against third party bodily injury (including death), personal injury and broad form property damage (including loss of use) and including products and completed operations liability and blanket contractual liability for an amount of not less than five million dollars (\$5,000,000.00) per occurrence. Such insurance shall include a cross liability and severability of interests clause and an endorsement naming Ryerson University, its governors, trustees, officers and employees as an Additional Insured;
 - b) Standard automobile insurance for all vehicles owned, licensed or leased by the Supplier and non-owned automobile insurance, where required, for an amount of not less than two million dollars (\$2,000,000.00), per occurrence for each type of coverage. Where the non-owned automobile insurance coverage is provided within a general liability policy, a separate policy is not required;
 - c) Professional liability insurance for an amount of not less than two million dollars (\$2,000,000.00) per occurrence, if applicable to the type of Services offered under this Agreement. This insurance policy is required to be maintained throughout the Term of the Agreement and for a period of twenty-four (24) months after the completion of the Services; and
 - d) Such other types of insurance as would be carried by a prudent person or as Ryerson may from time to time require, having regard for the nature of the Services and its location.

- 11.2 All policies of insurance are to provide for thirty (30) days' written notice to Ryerson prior to any cancellation, material changes or amendments restricting coverage of any policy or policies.
- 11.3 The Supplier shall provide a Certificate of Insurance to Ryerson as set out and required in Sections 11.1 and 11.2 above.

12.0 WORKPLACE SAFETY AND INSURANCE BOARD

- 12.1 The Supplier and its workers shall at all times during performance of the Services:
- a) comply with all requirements of the Workplace Safety and Insurance Act and regulations;
 - b) maintain their accounts with the Workplace Safety and Insurance Board (WSIB) in good standing; and
 - c) verify that such accounts are in good standing forthwith upon the request of Ryerson.

Alternatively, the Supplier must provide proof of continuous Employer Liability Insurance coverage, equivalent to WSIB coverage, in the amount of not less than three million dollars (\$3,000,000.00) for the same term and as described in the foregoing Insurance clause.

- 12.2 If, at any time, Ryerson has reason to believe the account of the Supplier or any of its workers with the WSIB is not in good standing, in addition to any remedy or right at law or in equity, Ryerson may:
- a) suspend payment dues to the Supplier until the Supplier has obtained a clearance letter from WSIB indicating the account in question is in good standing; or
 - b) pay the amount demanded by WSIB and thereafter deduct such amounts from monies due or becoming due to the Supplier under this or any other Agreement with Ryerson.

13.0 INDEMNIFICATION

- 13.1 The Supplier shall indemnify, defend and hold harmless Ryerson, its officers, Board of Governors, employees and agents from and against any and all losses, liabilities, damages, liens, charges, claims, demands, payments, suits, actions, recoveries and judgments (including legal fees and expenses) of every nature and description howsoever arising out of or in connection with this Agreement or any act, error, or omission of the Supplier, its officers, directors, workers, employees, agents, suppliers or licensees in providing the Services or any item supplied, including without limiting the generality of the foregoing, loss or damage to property, injury or death of any persons, negligence, alleged copyright, patent or other intellectual property rights infringement or interference, violation of any third party right, defective design, or damage to the environment.

14.0 LIMITATION OF LIABILITY

- 14.1 Unless caused by the negligent or wilful act or omission of Ryerson, Ryerson is not liable to the Supplier for any damages, losses, injuries or costs, notwithstanding Ryerson's notice of such, arising out of or caused by the performance of the Services. In no event is Ryerson's total liability for all damages, losses and causes of action (whether in tort (including, but not limited to negligence) or otherwise) to exceed the amount specifically paid to the Supplier hereunder.
- 14.2 Ryerson has no liability for any item distributed or sold by the Supplier, nor does Ryerson assume any liability to the Supplier or third parties with respect to the quality or performance characteristic of any item.

15.0 CONFIDENTIALITY

- 15.1 The terms and conditions of **Schedule "B" - Privacy Protection Schedule** are incorporated herein. The Supplier shall ensure that it, its employees and its workers fully comply and observe these confidentiality obligations.

- 15.2 The Supplier acknowledges that in the course of providing the Services under this Agreement the Supplier will have access to, will obtain or will be provided with information, directly or indirectly, relating to Ryerson or a third party, which is of a confidential and proprietary nature including but not limited to trade secrets, techniques, processes, programs, documentation, data, manuals, examination papers, Personal Information (as defined in Schedule B attached), customer lists, current and future product information, marketing information and technical information which is disclosed by Ryerson or a third party to the Supplier, or learned by the Supplier in providing the Services (collectively, “**Confidential Information**”). The Supplier agrees that the Supplier shall not use the Confidential Information for the Supplier’s own benefit or the benefit of others, except with the prior written permission of Ryerson, and the Supplier shall not disclose or reveal the Confidential Information orally, in writing, electronically or in any other form to any third party during the Term of this Agreement or at any time after the expiry or termination of this Agreement. Confidential Information does not include information which:
- a) was known to the Supplier before its receipt from Ryerson;
 - b) is or becomes publicly available through no fault of the Supplier;
 - c) is rightfully received by the Supplier from a third party without a duty of confidentiality;
 - d) is independently developed by the Supplier without a breach of this Agreement; or
 - e) is disclosed by the Supplier with Ryerson’s prior written approval.

16.0 INTELLECTUAL PROPERTY

- 16.1 Ryerson owns all intellectual property arising from the performance of the Services whether or not completed (“**Ryerson IP**”). The Supplier shall deliver these items to Ryerson upon request but in any event, no later than immediately after the completion of the Services. The Supplier hereby irrevocably assigns, and agrees to assign to the extent necessary in the future, to Ryerson all right, title and interest in and to such Ryerson IP and all intellectual property rights therein. The Supplier shall ensure that it has obtained all necessary rights, waivers and assignments from its employees and agents to give effect to this Section 16.1. The Supplier shall not do or cause to do anything which materially or adversely affects Ryerson’s ownership of intellectual property.
- 16.2 To the extent that Supplier utilizes any Background Intellectual Property (as defined below) in the performance of the Services, the Supplier or its licensors retains all right, title and interest in and to such Background Intellectual Property and, except for the license expressly granted below, Ryerson acquires no right, title or interest in or to the Background Intellectual Property. The Supplier shall identify in writing prior to the commencement of the Services all material Background Intellectual Property used in connection with the Services. The Supplier grants to Ryerson a perpetual, worldwide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (i) to use, modify, reproduce and distribute, in any form, all Background Intellectual Property (including any Background Intellectual Property licensed to Ryerson by third parties); and (ii) to authorize other persons, including agents, contractors or sub-contractors, to do any of the former on behalf of Ryerson to the extent that such use is necessary for Ryerson to enable use of the Ryerson IP. “**Background Intellectual Property**” means intellectual property owned or licensed by the Supplier which existed prior to the date of this Agreement or was developed by the Supplier independently of the Services.
- 16.3 The Supplier represents and warrants that the provision of the Services, including without limitation the Ryerson IP and the Background Intellectual Property, do not and shall not infringe or induce the infringement of any third-party intellectual property rights and Ryerson shall have no obligation to pay royalties of any kind to anyone in connection with the Services except as expressly identified in this Agreement
- 16.4 The Supplier may not use in any way Ryerson’s name or any trade names, trade-marks or other proprietary designations without Ryerson’s prior written consent.

17.0 LABOUR AND INDUSTRIAL RELATIONS

- 17.1 The Supplier shall make every reasonable effort to avoid any labour disputes which could affect performance of the Services.
- 17.2 In the event of an actual or threatened labour dispute which could affect the timely performance of the Services, the Supplier shall immediately notify Ryerson of any current, pending or threatened labour dispute and within twenty four (24) hours provide Ryerson with a full report on such dispute.
- 17.3 The Supplier further agrees to work with Ryerson to ensure the Services are completed in a timely manner.

18.0 SUSPENSION OF SERVICES

- 18.1 Due to the nature of Ryerson's university environment, Ryerson reserves the right to suspend the performance of the Services in whole or in part at any time for a specified time not to exceed three (3) months upon written notice to the Supplier.
- 18.2 Upon receiving notice of suspension, the Supplier shall immediately suspend all operations in performing the Services except those which, in Ryerson's opinion, are necessary to preserve, care for and protect the Services.
- 18.3 Following preservation of the Services, Ryerson and the Supplier shall determine what further action is required to remove the suspension and recommence performance.
- 18.4 In the event agreement cannot be reached on further action to recommence performance within the time period of suspension, Ryerson may either reinstate the Agreement and notify the Supplier to recommence performance, whereupon the Supplier shall recommence performance, or terminate the Agreement for cause.
- 18.5 In the event neither of the above actions is taken by Ryerson within the time period of suspension, then the Agreement is deemed terminated by Ryerson without cause.

19.0 ALTERNATE DISPUTE RESOLUTION

- 19.1 In the event of a dispute arising between Ryerson and the Supplier as to their respective rights and obligations under this Agreement, either party may give written notice to the other party seeking Alternate Dispute Resolution, but this Agreement is to continue to be performed by both parties.
- 19.2 In the event a party gives written notice to the other party seeking Alternate Dispute Resolution, both parties agree to use their best efforts to resolve the dispute by mutual agreement for a *period of* not less than fourteen (14) days.
- 19.3 In the event the parties fail to resolve the dispute by mutual agreement within the period of time specified above, either party may give written notice to the other party declaring the attempted dispute resolution by mutual agreement to be a failure.
- 19.4 In the event notice of failure to resolve the dispute by mutual agreement is given, the dispute is to be submitted to binding arbitration by a single arbitrator with the costs of that arbitration being borne equally by the parties.
- 19.5 Unless otherwise agreed, any dispute may be submitted to arbitration except:
 - a) The breach or alleged breach of the confidentiality provisions of this Agreement by either party;
 - b) The fundamental breach or alleged fundamental breach of this Agreement by either party; or
 - c) Where Ryerson has lawfully terminated the agreement pursuant to this Agreement.

20.0 TERMINATION

- 20.1 Prior to the expiry of the Term, Ryerson may terminate this Agreement without cause upon seven (7) calendar days' written notice.
- 20.2 Notwithstanding anything to the contrary in this Agreement, Ryerson may terminate this Agreement for cause at any time, effective the date the Supplier receives notice of termination from Ryerson:
- a) if the Supplier breaches any term, condition or provision of this Agreement and fails to take steps satisfactory to Ryerson to remedy the breach within two (2) days of receipt of written notice to do so by Ryerson;
 - b) if the Supplier becomes insolvent, is adjudged bankrupt, makes a general assignment for the benefit of creditors, has a receiver or manager appointed under any act for insolvent persons or ceases to do business as an on-going business;
 - c) the Supplier becomes ill and unable to perform the Services;
 - d) for conduct on the part of the Supplier of a nature which would, or would likely, be sufficient to bring Ryerson into disrepute; or
 - e) for any Force Majeure event (as hereinafter defined) which lasts longer than thirty (30) days without resolution.
- 20.3 Such rights of termination by Ryerson do not deprive Ryerson of any of its rights or remedies at law or in equity and in the event of such termination, except as provided in the Agreement, Ryerson has no further obligations to the Supplier under this Agreement. The Supplier acknowledges that breach of this Agreement may cause irreparable harm to Ryerson or to a third party to whom Ryerson is bound, and that the injury to Ryerson or to a third party may be difficult to calculate and inadequately compensate in damages.

21.0 NON-COMPETITION

- 21.0 The Supplier shall not solicit or accept any business with any client of Ryerson without the prior written consent of Ryerson. Ryerson may terminate this Agreement immediately upon breach of this provision.

22.0 INDEPENDENT RELATIONSHIP

- 22.1 The Supplier is an independent contractor and no agency, partnership or employer-employee relationship is intended or created by this Agreement. The Supplier shall have no authority to enter into or amend contracts on behalf of Ryerson.
- 22.2 Notwithstanding the above, Ryerson has the right but not the obligation to supervise any Services performed on Ryerson's property for compliance with safety and environmental laws, regulations and guidelines as well as with Ryerson's policies and procedures.

23.0 SET OFF

- 23.1 Ryerson is entitled, without notice to the Supplier, to set off any amount owed by the Supplier to Ryerson against any amount owing to the Supplier under this Agreement and any such set-off shall not be considered to be breach of the Agreement by Ryerson.

24.0 FORCE MAJEURE

- 24.1 Neither party to this Agreement is responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, explosion, flood, war, embargo, governmental action, act or order of a public authority, strike, public health emergency or communicable disease outbreak or to any other cause beyond its control ("**Force Majeure event**").
- 24.2 Should the Force Majeure event last longer than thirty (30) days, Ryerson reserves the right in its sole discretion to terminate this Agreement, in whole or in part, upon notice to the Supplier, without further liability, expense or cost of any kind.

25.0 DELAY

- 25.1 In the event of any delay by the Supplier in the commencement, execution or completion

of the Services, not caused by Ryerson or by a Force Majeure event, no claim for additional payment or any extension of time is made unless Ryerson in its sole discretion authorizes otherwise.

- 25.2 The Supplier further covenants to indemnify and reimburse Ryerson for all costs, expenses, damages and losses of any kind whatsoever including consequential losses which Ryerson may incur as a result, directly or indirectly, of such delay.

26.0 NOTICES

All notices, documents or other communications required or permitted to be given under this Agreement shall be in writing and are effectively given if sent by prepaid courier service or registered mail, by facsimile transmission or delivered personally to the other party as follows:

- a. If to Supplier, to: _____.,
_____.

[Contact title/fax]

- b. If to Ryerson, to: 350 Victoria Street
Toronto, Ont. M5B 2K3
Attn: [Manager, Purchasing]
Fax: [416-979-5155purchase@ryerson.ca]

or to such other address as either party has designated by notice in writing to the other party, and be deemed to have been given or made and to have been received on the day of delivery if delivered personally, or on the day of facsimile transmission, provided that such day is a business day and the communication is so delivered, transmitted by facsimile or sent prior to 4:30pm EST on such day.

27.0 TIME OF ESSENCE

- 27.1 Time is of the essence and all references to time in the Agreement are considered conditions of the Agreement. No extension or waiver any time periods amends this provision.

28.0 WAIVER

- 28.1 Regardless of past conduct or practice with the Supplier or any other contractor, Ryerson may at any time insist upon strict compliance with the terms and conditions of this Agreement.

29.0 NO ASSIGNMENT

- 29.1 Neither party may assign this Agreement without the prior written consent of the other party.

30.0 JURISDICTION

- 30.1 This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 30.2 The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

31.0 NON-EXCLUSIVITY

- 31.1 Ryerson reserves the right in its sole discretion to purchase the goods or service from other sources and the Supplier acknowledges that this Agreement does not create any exclusive rights or privileges with respect to the procurement of the stated item(s).
- 31.2 The Supplier may perform other services for third parties during the Term of this Agreement or any extension, provided that such activity does not interfere with the efficient and timely performance of the Services and does not give rise to a conflict of interest or otherwise interfere with the best interests of Ryerson.

32.0 ENTIRE AGREEMENT

- 32.1 This Agreement may only be amended by agreement in writing signed by the parties.
- 32.2 This Agreement and its Schedules constitutes the entire agreement between the parties and supersedes all prior communications, negotiations, statements, representations and agreements, whether written or oral.
- 32.3 The Schedules constitute an integral part of this Agreement. If there is a conflict or inconsistency between the wording of any of the documents which appear on the following list, the wording of the document which first appears prevails over the wording of the document which subsequently appears on the list:
- a) this Agreement excluding the appendices attached;
 - b) Schedule "A" – Scope of Services;
 - c) Schedule "B" – Privacy Protection Schedule.

33.0 SURVIVAL

- 33.1 Articles 8, 13, 14, 15, 16, 23 and 24 survive the expiry or earlier termination of this Agreement.

34.0 BINDING

- 34.1 This Agreement is binding upon the parties and enures to their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

Supplier

Print name:

Print Name of Witness (as may be required)

RYERSON UNIVERSITY

Signature

Name
Title

Name
Title

We have authority to bind Ryerson University.

SCHEDULE “A” – SCOPE OF SERVICES

Scope of services

Fees

[[+ Other particulars which do not appear in the Agreement]]

SCHEDULE “B” – PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Ryerson University (the “**University**”) and _____ (the “**Supplier**”) respecting the Services Agreement for Independent Contractor/Supplier (the “**Agreement**”) dated _____.

Definitions

1. In this Schedule,
 - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* (Ontario);
 - (b) “**Business Days**” means any day other than a Saturday or Sunday or a holiday as defined by the *Retail Business Holidays Act* (Ontario);
 - (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;
 - (d) “**Personal Information**” has the same meaning as under the Act, and for greater specificity means information about an identifiable individual recorded in any form including:
 - i. information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual;
 - ii. information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
 - iii. any identifying number, symbol or other particular assigned to the individual;
 - iv. the personal address, personal telephone number, fingerprints or blood type of the individual;
 - v. the personal opinions or views of the individual except where they relate to another individual;
 - vi. correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;
 - vii. the views or opinions of another individual about the individual; and
 - viii. the individual's name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

Purpose

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

Collection of Personal Information

3. Unless the Agreement otherwise specifies or the University otherwise directs in writing, the Supplier may only collect or create Personal Information that is necessary for the performance of the Supplier's obligations, or the exercise of the Supplier's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the University otherwise directs in writing, the Supplier must collect Personal Information directly from the individual the information is about.

Accuracy of Personal Information

5. The Supplier must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Supplier or the University to make a decision that directly affects the individual the information is about.

Requests for access to Personal Information

6. If the Supplier receives a request for access to Personal Information from a person other than the University, the Supplier must promptly advise the person to make the request to the University unless the Agreement expressly requires the Supplier to provide such access and, if the University has advised the Supplier of the name or title and contact information of an official of the University to whom such requests are to be made, the Supplier must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

7. Within five (5) Business Days of receiving a written direction from the University to correct or annotate any Personal Information, the Supplier must annotate or correct the information in accordance with the direction.
8. When issuing a written direction under section 7, the University must advise the Supplier of the date the correction request to which the direction relates was received by the University in order that the Supplier may comply with section 9.
9. Within five (5) Business Days of correcting or annotating any Personal Information under section 7, the Supplier 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 University, the Supplier disclosed the information being corrected or annotated.
10. If the Supplier receives a request for correction of Personal Information from a person other than the University, the Supplier must promptly advise the person to make the request to the University and, if the University has advised the Supplier of the name or title and contact information of an official of the University to whom such requests are to be made, the Supplier must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

11. The Supplier 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

12. For clarity, unless the University otherwise directs in writing, the Supplier must not store Personal Information outside Canada or permit access to Personal Information from outside Canada.

Retention of Personal Information

13. Unless the Agreement otherwise specifies, the Supplier must retain Personal Information until directed by the University in writing to dispose of it or deliver it as specified in the direction.

Use and disclosure of Personal Information

14. Unless the University otherwise directs in writing, the Supplier may only use Personal Information for the performance of the Supplier's obligations under the Agreement.
15. The Supplier shall only provide Personal Information to third parties who can demonstrate that they have in place a means to provide protection comparable to that provided by the Supplier.
16. Unless the University otherwise directs in writing, the Supplier may only disclose Personal Information inside Canada to any person other than the University if the disclosure is for the performance of the Supplier's obligations, or the exercise of the Supplier's rights, under the Agreement.
17. For clarity, unless the Agreement otherwise specifies or the University otherwise directs in writing, the Supplier must not disclose Personal Information outside Canada.

Inspection of Personal Information

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

Compliance with the Act and directions

19. The Supplier must in relation to Personal Information comply with:

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

20. The Supplier acknowledges that it is familiar with the requirements of the Act governing Personal Information that are applicable to it as a service provider.

Notice of non-compliance

21. If for any reason the Supplier does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Supplier must promptly notify the University 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

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

Interpretation

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

24. The obligations of the Supplier in this Schedule will survive the termination of the Agreement.

25. If a provision of the Agreement (including any direction given by the University under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

26. The Supplier must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

The undersigned hereby agrees to be bound by the foregoing terms and conditions.

DATED as of the __ day of _____, 20__.

By:

Name:

Title:

I have authority to bind the corporation.