THIS AGREEMENT made this nnth day of mmm, yyyy

(Ref: REQUEST FOR SUPPLIER QUALIFICATION XXXXXX, Resources for ICM System and LaMPSS System)

BETWEEN:

HER MAJESTY THE QUEEN in Right of the PROVINCE OF NOVA SCOTIA,
(the "Province")

OF THE FIRST PART

- and –

NAME OF SUPPLIER
(the "Supplier")

OF THE SECOND PART

WHEREAS the Province issued the above referenced Request For Supplier Qualification dated mmm dd, 2021, (the"Request For Standing Offer"), inviting submission of proposals to provide the Services, as hereinafter defined;

AND WHEREAS the Supplier submitted a proposal to the Province dated mmm dd, 20yy, (the "Proposal") in response to the RFP;

AND WHEREAS the Province has agreed to retain the Supplier to provide the Services, subject to the parties entering into an agreement with respect thereto;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements set out herein, the Supplier and the Province covenant and agree as follows:

1.0 SERVICES AND TERM

1.1 The Supplier agrees to provide and deliver the services and/or products and perform the work (collectively the "Services") described in Schedule A hereto, in accordance with the terms and conditions of this Agreement, during the period commencing on the nnth day of mmm, yyyy, and expiring on the nnth day of mmm, yyyy (the "Term").

1.2 The Supplier shall provide the Services and discharge its duties to the Province hereunder in a competent, professional and timely manner, and shall assign only duly qualified, competent and skilled personnel to carry out its obligations to the Province under this Agreement.

1.3 The Services shall be delivered on time and in accordance with the delivery schedule agreed to by the Province and conform in all respects with the Province's requirements. The Services shall not be deemed to be completed to the satisfaction of the Province or accepted by the Province until all requirements have been met by the Supplier in accordance with the terms and conditions hereof.

1.4 If the Province, in its sole discretion, agrees to renew this Agreement any such renewal shall be on such terms and conditions as the parties may agree, and any amendment to this Agreement reflecting such renewal shall be signed by the parties prior to the expiration of the Term. Nothing in this Article 1.4 shall constitute or be deemed to

constitute any assurance or representation by the Province to the Supplier that this Agreement will be renewed.

2.0 PRICE AND PAYMENT

2.1 The Province shall, subject to the terms and conditions of this Agreement, pay the Supplier for the Services in accordance with Schedule B.

2.2 Each invoice submitted by the Supplier for payment shall contain a detailed description of the Services in respect of which it is being remitted, and all such other information as specified by the Province from time to time for inclusion therein. Subject to verification by the Province, invoices will be paid thirty (30) days following receipt.

2.3 If Schedule B provides that the Province will retain a holdback on payments to the Supplier, payment of such holdback shall be made by the Province in accordance with and subject to the terms and conditions set out in Schedule B.

2.4 No payment by the Province to the Supplier hereunder shall be or construed to be an acceptance or approval by the Province of incomplete, defective or improper performance by the Supplier of any of its obligations under this Agreement, or operate to relieve the Supplier from the performance of any of its obligations hereunder that have not been performed in accordance with the requirements set out herein.

2.5 If the Supplier is not a resident of Canada, the Supplier acknowledges and agrees that the Province shall be authorized, if required by law, to withhold income tax from any amounts payable to the Supplier hereunder and to remit that tax to the Receiver General for Canada on the Supplier's behalf.

3.0 TERMINATION OF AGREEMENT

3.1 The Province shall be entitled to immediately terminate this Agreement for cause, upon the occurrence of any of the following events, each of which shall constitute an "Event of Default:

a) The Supplier breaches or fails to comply with any of the terms and conditions of this Agreement, and such breach or failure is not remedied by the Supplier to the reasonable satisfaction of the Province within five (5) days after written notice from the Province to remedy the breach or failure;

b) The Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of the Supplier; or

c) Any statement, representation or warranty made by the Supplier in its Proposal or in this Agreement is untrue or incorrect at the time it was made.

3.2 If this Agreement is terminated for cause pursuant to Article 3.1 as a result of an Event of Default, the Supplier shall be responsible for and shall reimburse the Province for all loss, costs and damages incurred by the Province as a result of or arising from the Event of Default, including any costs incurred by the Province to correct any defects or deficiencies in any of the Services, and any costs incurred by the Province to procure the Services or any part thereof from another provider.

3.3 The Province may, at its sole discretion, terminate this Agreement without cause at any time prior to the expiration of the Term, upon giving thirty (30) days prior written notice of termination to the Supplier. In such event, the Supplier shall be entitled to receive payment for the Services it has satisfactorily performed up to the date of termination, and where applicable, to the payment of any holdback which the Province is then holding at such time. Payments to the Supplier of the foregoing amounts shall constitute full and final satisfaction of the Province's obligations to the Supplier under this Agreement. In the event this Agreement is terminated by the Province pursuant to this Article 3.3, the Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and the Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.

3.4 Neither the expiration nor the earlier termination of this Agreement shall relieve, or be deemed to relieve, the Supplier from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, or which by their nature are intended to survive the expiration or earlier termination of this Agreement, including but not limited to all warranties given by the Supplier in respect of the Services , and those duties and obligations of the Supplier set out in Article 4 (Confidentiality), Article 5 (Material Rights), Article 8 (Liability and Indemnity) and Article 15 (Accounts and Audit).

4.0 CONFIDENTIALITY

4.1 The Supplier acknowledges and confirms that all information provided to it by the Province hereunder, or to which the Supplier has access as a result of providing the Services to the Province is confidential information ("Confidential Information"). Unless required by law or an order of a court of competent jurisdiction, such Confidential Information shall not, either during the Term or at any time thereafter, be disclosed by the Supplier, without the prior written consent of the Province, to any third party or to any employees of the Supplier, other than its employees who are directly involved in providing the Services.

4.2 The Supplier shall implement and maintain security standards and procedures for the safeguarding of the Province's Confidential Information to prevent unauthorized access thereto and to ensure compliance with applicable legislation. The Supplier agrees to promptly notify the Province in writing upon becoming aware of a breach of either the Supplier's security standards and procedures or the Province's security policies, or any unauthorized disclosure of information that the Supplier is required to keep confidential under applicable law. The Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure described in this Article 4.

4.3 The Supplier acknowledges and agrees that the Province may disclose this Agreement or portions thereof as may be required pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act (Nova Scotia).*

4.4 If the Supplier is a "service provider" as defined in the *Personal Information International Disclosure Act*, *(Nova Scotia*) ("PIIDPA") as a result of the type of Services that it is providing to the Province under this Agreement, the Supplier represents, warrants and undertakes to the Province that it shall comply with its obligations under PIIDPA and the terms and conditions contained in the PIIDPA Schedule, attached as Schedule C to this Agreement.

5.0 MATERIAL RIGHTS

5.1 All findings, data, surveys, research, working papers, drawings, spreadsheets, evaluations, databases and documents, regardless of storage format or whether in draft

or final form that are collected, created or produced by the Supplier in the performance of this Agreement (collectively the "Materials") are the exclusive property of the Supplier, except to the extent any Materials include any intellectual property of the Province. All intellectual property rights, including patents, copyrights, trademark and industrial design in the Materials, with the exception of any pre-existing intellectual property rights of the Province therein, are the sole property of the Supplier.

5.2 Any research reports, surveys, findings, data and other information comprising the Materials which include Confidential Information of the Province are subject to the provisions of Article 4 of this Agreement.

5.3 The Province reserves the right, in its sole discretion, to publish or release, in whole or in part, or to refrain from publishing or releasing, any research, reports, information, audio visual materials, information or data produced by the Supplier for use by the Province in the performance of the Services under this Agreement.

5.4 The Supplier shall ensure that the Province has all licences that are needed for any software that the Province will require to lawfully continue using all deliverables that the Supplier has agreed to provide as part of the Services.

5.5 The Supplier hereby grants to the Province a perpetual non-exclusive licence to use any computer software or designs of a generic nature to which the Supplier holds copyright, and that may be included in any work product comprising any part of the Services delivered to the Province under this Agreement.

6.0 INDEPENDENT CONTRACTOR

6.1 This Agreement is a contract for the performance of the Services. The Supplier is engaged by the Province hereunder as an independent contractor and shall not at any time hold itself out as an employee, servant or agent of the Province. No partnership, joint venture, agency or other legal relationship is created or deemed to be created by this Agreement or any actions of the parties hereunder. The Supplier shall not have authority under this Agreement to bind the Province, or to commit the Province to the payment of money to any third party.

7.0 COMPLIANCE WITH LAWS

7.1 The Supplier shall comply with all applicable laws governing the conduct of its business and the provision of the Services to the Province. The Supplier agrees to maintain in good standing all licences, permits, registrations or authorizations it is required to obtain in order to lawfully provide the Services in Nova Scotia. Without limiting the foregoing, professional personnel performing any part of the Services on behalf of the Supplier shall be required to comply with all applicable professional registration or licensing requirements in effect in Nova Scotia at the time such Services are being performed.

7.2 Neither the acceptance of the Supplier's Proposal, nor the execution of this Agreement by the Province, shall be or deemed to be approval or authorization by the Province to anything related to the business or operations of the Supplier or the provision of the Services that requires any permit or licence or approval pursuant to federal, provincial or municipal legislation, regulations or bylaws.

7.3 The Supplier shall promptly provide to the Province, upon request, copies of all permits, licences, authorizations and registrations that it is required to obtain in order to provide the Services, as well as evidence of the Supplier's compliance with laws applicable to the

performance of the Services, including without limitation, the *Workers' Compensation Act (Nova Scotia) a*nd the *Occupational Health and Safety Act (Nova Scotia).*

8.0 LIABILITY AND INDEMNITY

8.1 The Supplier shall indemnify and hold harmless the Province, its Ministers, employees, servants and agents from and against all damages, costs, loss, expenses (including legal fees), claims, actions, suits or other proceedings of any kind or nature, which they, or any of them, may at any time incur or sustain as a result of or arising out of an Event of Default, or any act, omission or negligence of the Supplier, or any of its employees, servants, agents, or subcontractors, in the performance of this Agreement, including withoutlimitation, any injury or death to persons, or loss of or damage to property. Notwithstanding the foregoing, the Supplier shall not be liable for any indirect or consequential damages sustained by the Province unless such damages result from thenegligence or wilful default of the Supplier, its servants, agents or subcontractors.

8.2 The Province shall not be liable for any damages or injury (including death) to any person or to any property of the Supplier as a result of or arising out of this Agreement or the provision of the Services by the Supplier under this Agreement, unless such damages are direct damages and are caused solely and directly by or as a result of the negligence of the Province. In no event shall the Province be liable for any indirect or consequential damages that are sustained by the Supplier, howsoever caused, as a result of or arising out of this Agreement or the provision by the Supplier of any Services hereunder.

9.0 RESOURCES

9.1 In the event that the Supplier requires access to equipment or office space of the Province in order to carry out any part of the Services, the Supplier shall comply with all applicable safety and security legislation and all policies and directives of the Province relating to any buildings, premises, equipment or software to which the Supplier is given access.

9.2 The Supplier shall assign a sufficient number of qualified, competent and skilled personnel to carry out its obligations under this Agreement. In the event that the Supplier's Proposal included the names or titles of specific personnel or any proposed subcontractor to provide the Services, or any part thereof, the Supplier's personnel and any subcontractors so indicated in the Proposal shall be required to provide the Services and no substitutions shall be permitted without the prior written consent of the Province. If the Province, in its sole discretion, considers a proposed substitute to be acceptable, the Province may consent to the substitution, provided however that such consent may be subject to such terms and conditions as the Province designates in writing to the Supplier. Notwithstanding the foregoing, the Province shall have the right at any time, in its sole discretion, to require that the Supplier replace, at no cost or expense to the Province, any Supplier personnel or subcontractor involved in providing the Services whom the Province determines to be unsuitable, and in such event, the Supplier shall immediately appoint a duly qualified, competent and skilled replacement to fill the position vacated.

10.0 TITLE AND ACCEPTANCE

10.1 Unless otherwise expressly provided in this Agreement, title to all deliverables, or any part thereof, comprising the Services to be provided by the Supplier shall vest in the Province on delivery and acceptance by the Province. Upon payment being made by the Province

on account of materials, parts, work in process, or finished work, title therein shall vest in and remain with the Province, provided however that the risk of any loss or damage thereto shall remain with the Supplier until their acceptance by the Province. Vesting of title in the Province as a result of payments made by the Province to the Supplier shall not constitute acceptance, or be deemed to constitute acceptance, by the Province of any such materials, parts, work in progress or finished work, and shall not relieve the Supplier of its obligations to perform the Services in accordance with the requirements of this Agreement.

10.2 The Supplier shall promptly pay for all labour, services and materials that it requires to provide the Services. The Supplier agrees that it shall not do or permit anything to be done that would result in any liens, charges or encumbrances being placed on or attachingto any materials, parts, work in process, finished work or deliverables comprising the Services to be provided to the Province under this Agreement.

11.0 FORCE MAJEURE

11.1 The Supplier shall not be liable for a failure or delay in performing any of its obligations hereunder that occurs without the fault or negligence of the Supplier and is attributable solely to a cause beyond its reasonable control ("Force Majeure Event"). For the purposes of this Agreement, the following shall be considered to be a Force Majeure Event: floods, fire, explosion, power failure, acts of God, war, civil commotion, the enactment of any law, order, regulation or bylaw, labour strikes, slowdowns, picketing and boycotts.

11.2 Where the Supplier claims that a Force Majeure Event has occurred, the Supplier shall be required to give immediate written notice thereof to the Province, which notice shall describe the Force Majeure Event, its cause, the probable duration of the delay resulting therefrom, and the steps being taken by the Supplier to mitigate the impact of the Force Majeure Event on the performance of the Supplier's obligations hereunder.

11.3 Notwithstanding the foregoing provisions of this Section 11, if a delay or failure arising from a Force Majeure Event continues for ten (10) consecutive days, the Province may, in its sole discretion, terminate this Agreement upon three (3) days prior written notice to the Supplier. In the case of termination by the Province pursuant to this Article 11.3, the Supplier shall be entitled to receive payment only for the Services provided prior to the termination date which have met the requirements of this Agreement, and such payment shall constitute full and final satisfaction of the Province's obligations to the Supplier hereunder.

12.0 REPRESENTATIONS AND WARRANTIES

12.1 The Supplier represents and warrants to the Province, with the intention and knowledge that the Province is relying on each such representation and warranty in entering into this Agreement, that:

a) All statements contained in the Supplier's Proposal, and any certificate or other document delivered to the Province under this Agreement or in connection with the Services to be provided hereunder are true and correct;

b) The Supplier has no knowledge of any fact that may materially adversely affect the Supplier's business or operations or its financial condition, or its ability to fulfill its obligations to the Province under this Agreement;

c) The Supplier has the personnel, experience, qualifications and other resources to provide the Services in accordance with the requirements of this Agreement;

d) The Supplier has the corporate power and legal capacity to enter into, fully perform, and meet all of its obligations under this Agreement on the terms and conditions set out herein;

e) This Agreement has been duly authorized, executed and delivered by the Supplier and constitutes a valid and binding obligation of the Supplier; and

f) The Supplier can perform the Services, and the Province shall be entitled to utilize the Services, in accordance with the requirements of this Agreement without infringing any trade secret, patent, copyright, industrial design or other intellectual property right enforceable in Canada, and the Supplier has obtained, and will maintain, at its own expense, all requisite and appropriate authorizations and permissions, including those concerning any licenses, assignments, copyrights, patents and other intellectual property rights that are required by the Supplier to meet its obligations to the Province hereunder.

13.0 CONFLICT OF INTEREST

13.1 The Supplier shall not permit an actual or potential conflict of interest to arise between its obligations to the Province under this Agreement and its obligations to any third party. The Supplier shall immediately notify the Province in writing if any such potential or actual conflict of interest should arise at any time during the Term.

14.0 ASSIGNMENT AND SUBCONTRACTING

14.1 The Supplier shall not assign this Agreement or any of its rights or obligations hereunder, or subcontract the performance of any of the Services without the prior written consent of the Province, which consent may be withheld by the Province in its sole discretion. Any purported assignment or subcontracting by the Supplier without such consent shall be of no force or effect.

14.2 The Province's consent to an assignment of this Agreement, or the subcontracting of the performance of any of the Services to be provided by the Supplier hereunder, shall not relieve the Supplier from any of its obligations under this Agreement and the Supplier shall, notwithstanding any such consent by the Province, remain responsible for the performance of the Services and all other obligations of the Supplier set out herein.

15.0 ACCOUNTS AND AUDIT

15.1 The Supplier shall keep proper and accurate books and records, including all invoices, receipts and vouchers, relating to the Services and all expenditures and commitments made in connection therewith. The Supplier shall make such books and records available to the Province for review or audit within ten (10) days following receipt of a request from the Province to do so. The Supplier agrees that it shall retain all such books and records and make them available for review or audit by the Province for a period of three (3) years after the date of final payment by the Province hereunder. Any review or audit by the Province pursuant to this Article 15.1 shall be carried out by the Province at the Province's expense.

16.0 NOTICES

16.1 Any notice to be given under this Agreement by the Province or the Supplier shall be in writing and delivered by hand, by facsimile transmission or by registered mail, to the other party at the address and to the attention of the contact individual indicated below:

To The Province:	**To the Supplier:**
c/o Contract Administrator	Name of a person with signing authority
Procurement Services	Xxx
6176 Young Street	Xxxxx
PO Box 787	Xxxxx
Halifax, Nova Scotia B3J 2V2	xxxx

A notice shall be deemed to be duly given and received upon delivery, if delivered by hand; upon receipt of the facsimile transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either party may change its address or contact for receipt of notices, provided that such party gives notice thereof in accordance with this Article 16.1 and confirms the effective date of the change in such notice.

17.0 AGREEMENT AND AMENDMENTS

17.1 This Agreement constitutes the entire agreement and understanding between the Supplier and the Province with respect to the Services, and supersedes all prior negotiations, communications and other agreements, whether written or oral, relating to the subject matter hereof. Any amendment or modification to this Agreement shall have no force or effect unless it is in writing and signed by duly authorized representatives of each of the Province and the Supplier.

17.2 The following documents form part of this Agreement:

a) These Articles of Agreement; and
b) The Schedules;

In the event of any conflict or inconsistency between or among any of the foregoing, the documents comprising this Agreement shall be given precedence in the following order:

a) These Articles of Agreement; and amendments hereto;
b) Schedule A.1;
c) Schedule A.2;
d) Schedule A.3;
e) Schedule A.4;
f) Schedule B; and
g) Schedule C (if applicable)

18.0 WAIVER

18.1 No term or provision of this Agreement, and no breach of this Agreement by the Supplier, shall be deemed to be waived or excused by the Province unless such waiver is in writing and signed by the Province. The waiver by the Province of any breach of a term or provision of this Agreement shall not be or be deemed to be a waiver of any continuing or subsequent breach by the Supplier of the same or any other term or provision of this Agreement.

19.0 REMEDIES CUMULATIVE

19.1 The rights and remedies of the Province set out in this Agreement are cumulative, and are in addition to and not in substitution for any other rights or remedies available to the Province at law or in equity.

20.0 DISPUTES

20.1 If a dispute arises between the Province and the Supplier arising out of or relating to this Agreement, or the subject matter hereof, the Province and the Supplier agree that they shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. Disputes shall promptly be referred by each party to their respective senior management representatives who have the authority to resolve and settle any such disputes on their behalf. In the event that such representatives cannot resolve the dispute within ten (10) days, or such longer period as the parties may agree in writing, either party may elect, upon giving prior written notice to the other party, to resolve the matter through litigation proceedings. Notwithstanding the foregoing, nothing in this Article 20.1 shall prevent the Province from exercising its rights of termination set out in Article 3.1 or Article 11.3 hereof, in the circumstances described therein.

21.0 ENUREMENT

21.1 This Agreement shall enure to the benefit of and be binding on the Province and on the successors and permitted assigns of the Supplier.

22.0 GENERAL

22.1 **Province's Representative** All references in this Agreement to the Province, include any person duly authorized to act on behalf of the Province hereunder

22.2 **Headings and Interpretation** The division of this Agreement into Articles and the insertion of headings are for convenience of reference only and do not affect its interpretation. Except where the context requires otherwise, references to the terms "herein," "hereof," "hereunder" and similar expressions refer to this Agreement as a whole, and not to any specific Article or Schedule.

22.3 **Time of the Essence** Time shall be of the essence in this Agreement.

22.4 **Currency:** All dollar amounts referred to in this Agreement are Canadian dollars, unless expressly provided.

22.5 **Offers of Employment:** Each of the parties agrees that it shall not, without the prior written consent of the other party, at any time prior to the expiration or earlier termination of this Agreement, or within a period of six (6) months thereafter, solicit personnel then in

the employ of the other party, who either are, or were, directly involved in the performance or administration of this Agreement, to terminate their employment with that other party.

22.6 **Partial Invalidity:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining terms and conditions shall nevertheless remain in full force and effect.

22.7 **Counterparts:** This Agreement may be signed by the Province and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Agreement to the other party.

22.8 **Further Assurances:** The Supplier and the Province agree to execute and deliver all such further documents and instruments, and do or cause to be done all such acts and things, as either party may reasonably consider necessary to evidence the intent and meaning of this Agreement.

22.9 **RFP References:** All references in this Agreement to "RFP" mean and include any amendments that were made thereto by the Province.

22.10 **Words in the Singular:** Where the context so requires in this Agreement, words in the singular include the plural and vice versa.

23.0 GOVERNING LAW

23.1 This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Province and the Supplier have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

WITNESSED BY:	**DATED AT** City, Province _____ day of_____,_____ **NAME OF SUPPLIER**
Witness Signature	For the Supplier
WITNESSED BY:	**DATED AT** Halifax, Nova Scotia _____ day of_____,_____ **HER MAJESTY THE QUEEN in right of the Province of Nova Scotia, as Represented by the Minister of the Public Service Commission**
Witness Signature	For the Minister

SCHEDULE A

This Schedule A incorporates by reference the documents referred to under each of Schedule A.1 and Schedule A.2:, below:

A.1 Request for Standing Offer

Request for Standing Offer for Resources for ICM System and LaMPSS System issued by the Minister in mmm dd, 2021 is incorporated herein by reference and describes the services to be performed and products to be delivered.

A.2 Supplier's Response

The response submitted by the Supplier is incorporated herein by reference; however, any requested or suggested modifications to the standard contractual conditions as set out in this Agreement shall be declared null and void.

A.3 Award Documents

The Minister may choose to reject personnel named in the Supplier's response, or alter the categories in which they were submitted. Any such adjustments made by the Minister at time of awarding the Standing Offer or subsequent thereto are incorporated herein by reference.

A.4 Purchase Order Used as Standing Offer Call-up

The Purchase Order issued by the Client Organization shall be the authorization to commence providing services under the Supplier's Standing Offer. It shall be governed by the limits, terms and conditions set forth in this Master Contract. Any extension to the period of this Master Contract as set out in Paragraph 1.1 or any increase in the value of the call-up limit as set out in Paragraph 2.1 will only be effective if authorized in writing by NS Procurement Services.

Should the Supplier have made any written or electronic response to the Client Organization that included or referenced any contractual terms or conditions other than this Master Contract, those terms and conditions shall be deemed null and void and this Master Contract shall prevail.

Suppliers accepting Purchase Orders that exceed the limits set out in this Master Contract will be assumed to be in breach of the Contract, and may be suspended from this Standing Offer and/or from bidding on work tendered by the Province of Nova Scotia.

Supplier's Initials:_____ PNS Initials:_____

SCHEDULE B

This Schedule describes the payment terms for the Services:

Schedule B.1 Payment

The total amount payable under the Agreement is set out in Article 2.1, and shall be invoiced by the Supplier as follows:

Invoices are to be sent to the User department or agency that issued the Purchase Order, in accordance with any billing instructions that may be issued at the time of the call-up. In the absence of instructions to the contrary, the Supplier will be expected to invoice monthly for services rendered. All invoices must be accompanied by supporting timesheets, receipts, or similar documentation that supports the amount invoiced.

Payment of Supplier invoices will be made by the Province in accordance with the terms of Article 2 of the Agreement and this Schedule B.

Supplier's Initials:_____ PNS Initials:_____

SCHEDULE C
PERSONAL INFORMATION INTERNATIONAL DISCLOSURE PROTECTION ACT

The Supplier acknowledges and confirms that it is a "service provider" as defined in the *Personal Information International Disclosure Protection Act*, SNS 2006 c. 3 ("PIIDPA"), that it has read and understands its obligations as a service provider thereunder and that as a service provider it is legally bound by the obligations imposed on it by PIIDPA. It is a condition precedent to the Province entering into the Agreement with the Supplier that the Supplier irrevocably undertakes, covenants and agrees to be bound by and comply with the obligations imposed on it as a service provider under PIIDPA.

The Supplier further covenants, warrants and represents to the Province that it will not at any time provide or allow the release of personal information to which it has access in its capacity as a service provider to the Province in response to any "foreign demand for disclosure" or permit or allow the "unauthorized disclosure of personal information" as each of those terms are defined in PIIDPA.

The Supplier shall implement and strictly enforce security arrangements that will ensure that all personal information that it collects or uses on behalf of the Province is protected at all times from unauthorized access or disclosure and shall confirm in writing to the Province, upon request, the details of such security arrangements. The Supplier also agrees to implement and enforce any additional security procedures as may be required by the Province from time to time to protect the personal information that the Supplier collects or uses on behalf of the Province. The Province shall be authorized, upon giving prior written notice to the Supplier, to enter the premises of the Supplier during normal business hours for the purpose of conducting an audit of the security arrangements referenced herein.

All personal information that the Supplier obtains or becomes aware of while providing services to the Province is not and shall not be or be deemed to be the property of the Supplier. The Supplier acknowledges and agrees that it will not, either directly or indirectly, acquire any rights to use or own any such personal information other than the right to use it for the sole purpose of fulfilling its obligations to the Province under the Agreement.

The Supplier expressly confirms that the laws of the Province of Nova Scotia shall apply to its obligations as a service provider to the Province, notwithstanding the laws or the order of any court outside Canada.

Supplier's Initials:_____ PNS Initials:_____