



Appendix F to RFP # 24-100P – Form of Contract

MASTER SERVICES AGREEMENT

THIS CONTRACT is effective as of date of last signature herein below.

BETWEEN:

Metropolitan Toronto Convention Centre Corporation
("MTCC")

- and -

[ADD: COMPANY NAME] a corporation incorporated under the laws of **[ADD: JURISDICTION]** ("Vendor")
(a "Party" means MTCC or Vendor and "Parties" means both of them and all of them, as applicable)

RECITALS

1. MTCC has issued a request for proposals (RFP No 24-100P dated Aug 7, 2024), for Services to be provided to MTCC;
2. Vendor has agreed to provide the Services to MTCC in accordance with the terms and conditions of this Contract; and
3. Vendor has the expertise to deliver the Services;

In consideration of the mutual covenants, conditions and agreements contained herein, MTCC and Vendor agree as follows:

1. DEFINITIONS

- 1.1 "Contract" means this agreement, together with any Schedules, all as may be amended from time to time;
- 1.2 "FIPPA" means the Ontario Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended, or any successor or replacement thereof;
- 1.3 "Intellectual Property" means any right that is or may be granted or recognized under any Canadian or foreign legislation regarding patents, inventions, discoveries, copyrights, works of authorship, neighbouring rights, moral rights, trade-marks, trade names, service marks, industrial designs, mask works, integrated circuit topographies, trade secrets, confidential information, and know-



how and any other statutory provision or common or civil law principle regarding intellectual and industrial property, whether registered or unregistered, and including rights in any application for any of the foregoing;

- 1.4 **“MTCC Background IP”** means any Intellectual Property of MTCC, or any Intellectual Property licensed by a third party to MTCC, that is conceived, created, or developed prior to, or independent of any Services performed under this Contract, whether or not such Intellectual Property is incorporated into any Work Product;
- 1.5 **“Personal Information”** means personal information as defined in FIPPA and information about identifiable individuals that is obtained by the Vendor from MTCC or during the performance of its obligations under this Contract;
- 1.6 **“Purchase Order”** means a purchase order for Services issued by MTCC to the Vendor from time to time;
- 1.7 **“Service Warranty Period”** has the meaning set out in Section 9.5;
- 1.8 **“Services”** means the services described in **Schedule A – Statement of Work**;
- 1.9 **“Software”** means software programs in object code (machine-readable but not human-readable form) including any modifications to the same that may be provided by MTCC in accordance herewith;
- 1.10 **“Term”** has the meaning set out in Section 5.1;
- 1.11 **“Vendor Background IP”** means Intellectual Property that is not Work Product, that Vendor uses in the performance of the Services and that Vendor can show was developed independently of this Contract;
- 1.12 **“Work Product”** means all Intellectual Property that arises or is developed in the performance of the Services, whether independently or jointly by the Parties, or is otherwise created pursuant to this Contract and regardless of whether identified in this Contract, and includes any enhancements or modifications made to the MTCC Background IP, whether or not made by Vendor or MTCC during the course of the performance of the Services but excludes Vendor Background IP.

2. INTERPRETATION

- 2.1 **Schedules.** The following Schedules form part of this Contract:



Schedule A - Statement of Work

Schedule B - Pricing and Payment

2.2 **Precedence.** Any inconsistency or conflict between the various provisions of this Contract shall be resolved by requiring the Vendor to comply with the more onerous obligation, higher quality product or service, at the lower price to MTCC.

3. RETAINER AND SCOPE

3.1 **Services.** MTCC retains Vendor to provide the Services described in **Schedule A - Statement of Work** and Vendor accepts such retainer.

3.2 **Quality of Services.** MTCC has entered into this Contract on the basis of and in reliance upon the Vendor's skills and qualifications to perform the Services, and Vendor shall provide the Services in such manner as to provide MTCC with the full benefit of such Vendor's skills and qualifications.

3.3 **Purchase Order Required.** The Vendor shall not commence performing Services until a Purchase Order is issued by MTCC for such Services.

4. DELAYS

Vendor acknowledges the time sensitivity of the delivery of Services. If of delivery of Services is late at all, by any amount of time, MTCC may, at its option, cancel the Services or terminate this Contract without incurring any charges or other costs and without prejudice to any of its other rights under this Contract, at law or in equity.

5. TERM, TERMINATION AND SUSPENSION

5.1 **Term.** This Contract shall become effective on the on the date of last signature herein below and shall continue for a period of **[ADD: insert number of months/years]** from the effective date (the "Term"), unless terminated in accordance with the provisions of this Contract. The foregoing initial Term may be renewed, in MTCC's sole discretion, for up to **[insert number of renewal periods]** successive periods of **[insert number of months in renewal]** months"), by MTCC providing written notice to the Vendor not less than 30 days prior to the expiry of the then-applicable Term. Notwithstanding the end date of the Term set out in this Section 5.1, the Term shall automatically extend to the end date of the last Statement of Work or Purchase Order issued by MTCC during the original Term set out in this Section 5.1.



- 5.2 **Termination or Suspension for Convenience.** Notwithstanding any other provision of this Contract, MTCC may, in MTCC's sole discretion, terminate this Contract including with respect to all or a portion of the Services or suspension of the Vendor from performing any portion of the Services, at any time, without penalty or further liability, by providing Vendor with at least 30 calendar days prior written notice.
- 5.3 **Termination for Cause.** Either Party may terminate this Contract without penalty, and without limiting any other remedy available to it under this Contract or at law or equity, if:
- (a) another Party is in breach of any provision of this Contract;
 - (b) written notice of such breach is provided to the breaching Party by the non-breaching Party; and
 - (c) the breach remains uncured for 30 days following the date of the notice of breach.
- 5.4 **Termination in the Event of Insolvency.** Without limiting the generality of Section 5.3 in the event of bankruptcy of Vendor, a bulk sale of Vendor's assets, an order being made for winding up Vendor, Vendor taking any step or making any filing seeking protection from its creditors, a receiver being appointed over any of the property, assets, or undertaking of Vendor, or if any execution, sequestration or other process of any court becomes enforceable against all or substantially all of the assets of Vendor, this Contract may be terminated by MTCC in whole or in part immediately, upon notice to Vendor, and MTCC shall thereupon be relieved from all its liability under this Contract.
- 5.5 **Payment for Completed Work.** In full discharge of any obligations to Vendor in respect of termination by MTCC in accordance with this Contract, MTCC shall pay for all Services properly performed up to the date of termination, on a pro-rated basis. Any progress or other payments previously made on account of such Services shall be credited against the amounts payable for such Services, and in the event such pre-payments exceed the amounts payable hereunder for such Services, the excess shall be promptly returned to MTCC.
- 5.6 **Obligations upon Termination.** Upon expiration or termination of this Contract for any reason, Vendor shall immediately:
- (a) cease to identify itself as providing Services to MTCC;



- (b) deliver to MTCC or destroy all MTCC confidential information, whether such MTCC confidential information is in Vendor's possession or under Vendor's control; and
- (c) disclose to MTCC the state of progress of the performance of the Services at the time of termination, provide a report with respect thereto and deliver to MTCC all Work Product (including Work Product that is in progress) existing at the time of termination.

5.7 **Liability of MTCC upon Termination or Suspension.** Upon termination of all or any portion of this Contract or suspension of all or any portion of the Services to be performed hereunder, in each case by MTCC, MTCC shall have no liability to Vendor for any losses suffered or incurred by Vendor in connection therewith (and Vendor shall not bring a claim against MTCC in respect thereof) other than for any payments to be made by MTCC to Vendor required by Section 5.5.

6. PRICING AND PAYMENT

6.1 **Fees.** MTCC shall pay Vendor fees for Services properly performed, in accordance with **Schedule B - Pricing and Payment** or any Statement of Work, as applicable.

6.2 **Expense Reimbursement.** MTCC shall not reimburse Vendor for any expenses incurred by the Vendor for any hospitality, food, or incidental expenses.

6.3 **Monthly Invoices.** Unless otherwise set out in **Schedule B - Pricing and Payment**, at the end of each 30 calendar day period following the effective date, Vendor shall deliver an invoice to MTCC detailing: a) the specific Services rendered and fees payable by MTCC, if any; b) the reasonable expenses to be reimbursed by MTCC, if applicable; c) any applicable Goods and Services Tax/Harmonized Sales Tax ("**GST/HST**") payable by MTCC as a separate line item; d) Record of the number of hours worked by each assignment employee (their name), both daily and weekly, and confirmation that the assignment employee has been paid in compliance with the Employment Standards Act; and d) the Vendor's GST/HST registration number, where applicable. The Vendor shall be deemed to have waived all right to payment for any invoices submitted 6 months or more after the date of services rendered by Vendor to MTCC. MTCC shall pay Vendor within 30 days of receipt of each correctly prepared and properly issued invoice.



6.4 Invoices Address.

MTCC – Finance Department
255 Front Street West
Toronto, Ontario
M5V 2W6, Canada
Vlaad Zahradnik
Director, Operations
E-mail: vzahradnik@mtccc.com
CC: invoices@mtccc.com

6.5 **Time Records.** If the fees payable by MTCC are on a time-and-materials basis, Vendor shall maintain daily time records of all activities undertaken in connection with the Services, in sufficient detail to permit MTCC to reasonably verify the work performed and the value of the Services. Vendor shall provide the detailed supporting records along with the monthly invoice.

6.6 **Withholding and Set-Off.** MTCC shall have the right to deduct from all payments under this Contract any amounts required by law to be withheld by it and shall have the right to set off against any payments to Vendor under this Contract any other amounts which may be owing or owed to MTCC by Vendor under this Contract or otherwise.

7. NO EXCLUSIVITY; NO MINIMUM COMMITMENTS

7.1 **No Exclusivity.** MTCC's retainer of Vendor to provide the Services is not exclusive.

7.2 **No Minimum Commitment.** By entering into this Contract, and except as may be expressly set out in **Schedule A - Statement of Work**, MTCC makes no commitment to order or accept performance of any particular services or any minimum weekly, monthly, annual, or other amount or quantity of services, or to spend any amount hereunder.

8. WORK PRODUCT AND MTCC LOGO

8.1 **Ownership of Work Product.** MTCC shall own all right, title and interest in and to all Work Product.

8.2 **No Use of MTCC Name, Logo.** Vendor shall not use the name "**Metropolitan Toronto Convention Centre Corporation**" or any of MTCC's other logos, designs, colours, or registered or unregistered trademarks, official marks or trade



names used, owned, or licensed by MTCC, except with the prior written approval of MTCC.

9. PERFORMANCE OF VENDOR OBLIGATIONS

9.1 **Subcontractors.** The Services shall be performed exclusively by Vendor and Vendor may not delegate, assign or subcontract any of Vendor's obligations hereunder to any other person, firm or corporation unless approved by MTCC.

9.2 **Third Parties.** Vendor agrees that MTCC may from time to time retain third parties with respect to the subject matter of the Services, and the Vendor shall cooperate in good faith with any such third party.

9.3 **Health and Safety.** Vendor shall take all reasonable precautions in the performance its obligations hereunder to protect the safety and health of the Parties' employees and of members of the public and shall comply with all applicable safety and health regulations.

9.4 **Representations and Warranties.** Vendor represents and warrants that:

- (a) it has the full authority to enter into and perform all of its obligations under this Contract, and that it has read this Contract, understands same, and agrees to be bound by all of the terms, conditions, and provisions of this Contract;
- (b) its qualifications, including knowledge, skill, and ability, are appropriate and sufficient to perform the Services properly and efficiently, including the ability to perform the Services outside of regular business hours if required;
- (c) no bribe, gift or other inducement has been paid, given, promised, or offered to any officer or employee of MTCC, for or with a view to the obtaining of this Contract by Vendor;
- (d) no person or agency has been employed or retained by or on behalf of Vendor to solicit or obtain this Contract upon an agreement or understanding for a contingent fee; and
- (e) as of the effective date, there are no legal or financial circumstances with respect to Vendor that, if known by MTCC, would reasonably be expected to cause MTCC not to enter into this Contract; Vendor shall advise MTCC promptly in the event of any such circumstances occurring after the effective date;



9.5 **Service Warranty Period.** All Services rendered under this Contract shall have a warranty period of two years from the date of delivery or completion, as applicable. Vendor represents and warrants that all such Services shall be properly performed in a good and workmanlike manner and be free from any defect or deficiency for the duration of the Service warranty period, and upon request from MTCC, the Vendor shall repair or replace any deficient or defective Services upon request.

10. CONFLICT OF INTEREST

In the event of an actual or potential conflict of interest involving Vendor, or anyone from whom the Vendor has responsibility at law, with respect to this Contract or MTCC:

- (a) Vendor shall immediately notify MTCC of the nature of such conflict of interest and shall not proceed to perform any further Services unless and until MTCC consents thereto;
- (b) MTCC shall, unless MTCC consents to the performance of any further or additional Services as described in Section 10(a), be relieved of its payment obligations to Vendor under this Contract; and
- (c) this Contract may be terminated by MTCC in whole or in part immediately, upon notice to Vendor, and MTCC shall thereupon be relieved from all its liability under this Contract.

11. LIMITATIONS

11.1 **Limitation of Damages.** No Party shall be liable to any other Party for any indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss of revenue or profit, that arise in connection with or otherwise relate to this Contract.

12. INSURANCE

12.1 **Vendor Obligations of Insurance.** Vendor shall maintain the following insurance:

- (a) comprehensive general liability insurance in an amount of not less than **\$5,000,000** for any one occurrence for bodily injury, property damage, death or products and completed operations. Such policy shall include MTCC as an additional insured and shall include a cross-liability/severability of interests clause, contractual liability and, if applicable, owners' and contractors' protective coverage;



- (b) if applicable, automobile liability insurance in respect of all licensed vehicles with limits of not less than **\$2,000,000** inclusive per occurrence for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by Vendor;
- (c) if applicable, errors and omissions insurance to a limit of at least **\$5,000,000** per claim;
- (d) if applicable, cyber insurance in an amount of not less than **\$2,000,000**; and
- (e) insurance for its property on a replacement cost basis, including a provision of a waiver of subrogation against MTCC.

13. INDEPENDENT CONTRACTOR

13.1 **Independent Contractor.** Vendor shall perform its obligations under this Contract as an independent contractor and not as an employee or agent of MTCC.

14. NOTICE

14.1 **Notice.** Any notice, request, consent, or other communication provided or permitted hereunder shall be in writing and sent by personal delivery, mail, courier, or email and addressed to the intended Party at its address set out below:

METROPOLITAN TORONTO CONVENTION CENTRE CORPORATION

255 Front Street West
Toronto, Ontario
M5V 2W6
Canada

Contact: Vlaad Zahradnik
Title: Director, Operations
Phone: 416-585-8182
E-mail: vzahradnik@mtccc.com

Vendor:

[VENDOR NAME]
[address]
[address]

Contact: **[VENDOR REP]**
Title: **[Vendor Rep Title]**
Phone: **[insert]**
E-mail: **[insert]**



14.2 **Receipt of Notice.** Such notice shall be deemed to have been received on the date on which it was delivered or sent by email or if mailed, on the 5th business day following the date of mailing. Any Party may change its address for notice by giving 10 Business Days prior written notice of such change to the other Party in the manner set out above.

15. **ASSIGNMENT**

15.1 **No Assignment.** Vendor shall not assign, transfer, or pledge this Contract, or any of its rights or obligations hereunder, without the prior written consent of MTCC. MTCC may assign this Contract.

16. **GOVERNING LAW**

16.1 **Governing Law; Courts of Ontario.** This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein, and the courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action or other proceeding based on or arising out of this Contract.

17. **TIME OF THE ESSENCE**

Time is of the essence in the performance of all of Vendor's obligations under this Contract.

18. **FRENCH LANGUAGE SERVICES**

18.1 **French Language Services.** MTCC is a government agency as defined in the French Language Services Act R.S.O. 1990, as amended from time to time. MTCC is required to communicate with and provide services to persons in French. Vendor is deemed to understand and accept that it will be required to also meet the same French language obligations as MTCC in the provision of the Services to MTCC.

19. **ENTIRE AGREEMENT**

19.1 **Entire Agreement.** This Contract constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements, negotiations, representations, and understandings between the Parties, whether written or oral.

[The next page is the signature page]



IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed and delivered by their duly authorized representatives.

**METROPOLITAN TORONTO
CONVENTION CENTRE CORPORATION**

[VENDOR NAME]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

DATE: _____

Date: _____

**METROPOLITAN TORONTO CONVENTION
CENTRE CORPORATION**

Signature: _____

Name: Imtiaz Dhanjee

Title: Interim VP of Finance

DATE: _____



SCHEDULE A

Statement of Work

Statement of Work of the RFP is incorporated by reference into this Contract and set out the Services the Vendor shall provide under this Contract, and shall include the following Service [NTD key to say what the "Services" are here because this is where they are defined. If other products are to be provided, ok too.

[Or:

Section 3 – Scope of Services of the RFP is incorporated by reference into this Contract and set out the Services the Vendor shall provide under this Contract.]



SCHEDULE B

Pricing and Payment

[The Vendor's pricing submission submitted pursuant to the RFP is incorporated by reference here.]

Or:

Rates must be provided in Canadian currency, inclusive of all applicable duties and taxes except for HST. In accordance with the terms of Proponent Submission Requirements, and Scope of Services of the RFP, the price for supplying the services described in this Contract is as follows:

No other fees or charges are payable other than those set out on this form.