



MASTER SERVICES AGREEMENT

THIS CONTRACT is effective as of [date] (the “Effective Date”)

BETWEEN:

Metropolitan Toronto Convention Centre Corporation
 (“MTCC”)

- and -

[ADD: COMPANY NAME], a corporation incorporated
under the laws of [ADD: JURISDICTION] (“Vendor”)

RECITALS

1. MTCC has issued a request for proposals (RFP No 25-014P) dated February 14, 2025, 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

In addition to the terms defined elsewhere in this Contract, the terms listed below shall have the following meanings:

- 1.1 “**Affiliate**” means an “affiliate” as that term is used in the *Business Corporations Act* (Ontario) and any successor legislation thereto;

- 1.2 “**Contract**” means this agreement, together with any Schedules, all as may be amended from time to time;
- 1.3 “**Business Day**” means any day excluding a Saturday, Sunday, statutory holiday in the Province of Ontario or any day on which MTCC offices are closed for business in the Province of Ontario;
- 1.4 “**Claim**” has the meaning set out in Section 16.2;
- 1.5 “**Conflict**” means:
- (a) any conflict of interest (whether actual or potential, in the sole opinion of MTCC) relating to the provision of the Services, including:
 - (1) a direct or indirect personal or pecuniary interest in any agreement, lease, option, or instrument involving MTCC;
 - (2) an influence that is likely to affect the advice or services that a Person is providing to MTCC;
 - (3) any personal or pecuniary interest, condition, relationship, activity, or circumstance as a result of which a Person is unable or potentially unable to provide an impartial and objective decision, recommendation, or assessment of facts;
 - (4) any commitment, relationship or financial interest, or any situation or circumstance, that could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of independent judgment by any personnel of MTCC;
 - (5) any commitment, relationship or financial interest, or any situation or circumstance, that could or could be seen to compromise, impair or be incompatible with the effective performance of Vendor’s obligations under this Contract; and
 - (6) any other circumstance in which a Person’s own interests conflict with those of MTCC, including the provision of the Services; and
 - (b) any circumstance where Vendor is a party to, bound or affected by, or subject to any lease, agreement, option, or instrument, or any provision, judgment, decree, order, regulation or rule of any domestic or foreign governmental authority, which would cause it to violate, contravene or breach the execution and delivery of this

Contract or the consummation of any of the transactions provided for herein, or which would materially affect, limit or otherwise reduce or impair Vendor's ability to fully discharge all of its obligations to MTCC under this Contract;

- 1.6 **“Disclosing Party”** has the meaning set out in Section 9.1;
- 1.7 **“Effective Date”** has the meaning first set out above;
- 1.8 **“Eliminated Work”** has the meaning set out in Section 8.2;
- 1.9 **“Embedded Vendor IP”** has the meaning set out in Section 11.3;
- 1.10 **“Event of Force Majeure”** has the meaning set out in Section 20.1.
- 1.11 **“Expanded Services”** has the meaning given in Section 7.1;
- 1.12 **“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;
- 1.13 **“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;
- 1.14 **“Loss”** means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, expenses, deficiencies or other charges, including costs and expenses incurred in connection with investigating, defending or asserting any Claim incident to any matter indemnified against hereunder (including court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals);
- 1.15 **“Ministry”** means the then current oversight Ministry of MTCC;
- 1.16 **“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;

- 1.17 **“MTCC Indemnitees”** has the meaning set out in Section 16.1;
- 1.18 **“Party”** means MTCC or Vendor and, and any permitted assignees, and **“Parties”** means both of them and all of them, as applicable;
- 1.19 **“Person”** means any individual, corporation, partnership, unincorporated association, trust, government, governmental agency, authority or crown corporation, joint-venture, or other business or legal entity;
- 1.20 **“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;
- 1.21 **“Pre-payments”** has the meaning set out in Section 5.5;
- 1.22 **“Purchase Order”** means a purchase order for Services issued by MTCC to the Vendor from time to time and includes a purchase order issued by MTCC in accordance with Section 25.3;
- 1.23 **“Qualifications”** means the knowledge, experience, abilities, and business and professional contacts of Vendor disclosed by it to MTCC;
- 1.24 **“Receiving Party”** has the meaning set out in Section 9.1;
- 1.25 **“Renewal Term”** has the meaning set out in Section 5.1;
- 1.26 **“Service Warranty Period”** has the meaning set out in Section 13.12;
- 1.27 **“Services”** means the services described in **Schedule A – Statement of Work** or any applicable Statement of Work and, if applicable, includes the Expanded Services and any additions or changes made in accordance with Article 7 - Changes, Modifications and Expanded Services;
- 1.28 **“Services Change Request”** has the meaning set out in Section 7.1;
- 1.29 **“Services Reply Offer”** has the meaning set out in Section 7.1;
- 1.30 **“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;

- 1.31 “**Statement of Work**” means each statement of work agreed to by the Parties, from time to time, and attached as **Schedule A – Statement of Work** to this Contract;
- 1.32 “**Term**” has the meaning set out in Section 5.1;
- 1.33 “**Third Party Property**” means tangible property or Intellectual Property owned by a third party;
- 1.34 “**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;
- 1.35 “**Vendor Representative**” has the meaning set out in Section 13.7; and
- 1.36 “**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
Schedule C	-	Insurance

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.

2.3 **Extended Meanings.** Section titles or captions in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision of this Contract.

2.4 **Currency.** All sums of money to be paid or calculated pursuant to this Contract shall be calculated and paid in Canadian dollars.

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. Vendor shall perform the Services so as to meet the timelines and deadlines set out in **Schedule A - Statement of Work** as applicable. Vendor and MTCC may, from time to time, enter into separate Statements or Work in writing and in such form as the Parties may agree, relating to the Services. If the Services are expanded to include any Expanded Services, the Expanded Services shall be performed and delivered by Vendor in accordance with the timelines and deadlines established pursuant to Section 7.1.
- 3.2 **Quality of Services.** MTCC has entered into this Contract on the basis of and in reliance upon the Qualifications, and Vendor shall provide the Services in such manner as to provide MTCC with the full benefit of such Qualifications.

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

4. DELAYS

- 4.1 **Delays.** Without limiting any of MTCC's other rights hereunder or at law or in equity, Vendor shall immediately advise MTCC as to any delays being encountered, the reasons therefore, and the action being taken to recover from such delays.
- 4.2 **Breach for late Services.** 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 without incurring any charges or other costs and without prejudice to any of its other rights under this Contract, at law or in equity. Such late Service shall be deemed a breach of Contract and MTCC shall have the right to terminate for breach pursuant to Section 5.3, in addition to MTCC's other remedies for breach under law or equity.

5. TERM, TERMINATION AND SUSPENSION

- 5.1 **Term.** This Contract shall become effective on the Effective Date and shall continue for a period of **[ADD: insert number of months/years]** from the Effective Date (the "**Initial Term**"), unless terminated in accordance with the provisions of this Contract. The 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 (each, a "**Renewal Term**"), by MTCC providing written notice to the Vendor not less than 30 days prior to the expiry of the Initial Term or Renewal Term, as the case may be. For the purposes of this Contract, "**Term**" means the Initial Term together with all Renewal Terms. **[OPTIONAL: 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:

- (a) 30 calendar days prior written notice for termination or suspension of this Contract or all or a portion of the Services; and
- (b) if applicable, for termination of a specific Statement of Work, the number of Business Days prior written notice set out in the applicable Statement of Work

5.3 **Termination for Cause.** A Party may terminate this Contract or any Statement of Work, 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 Business 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 ("**Pre-payments**") shall be credited against the amounts payable for such Services, and in the event 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, in accordance with Section 9.4, 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 Services rendered and fees payable by MTCC under Section 8.1 of this Contract; b) the reasonable expenses to be reimbursed by MTCC under Section 8.2 of this Contract, 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 – [Insert Line of Business]

255 Front Street West
Toronto, Ontario
M5V 2W6, Canada

[Contact]

[Title]

E-mail: [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. CHANGES, MODIFICATIONS, AND EXPANDED SERVICES

- 7.1 **Change Process - Services.** MTCC may, at its option, at any time by written notice to Vendor, request a change to or modification of all or part of the Services, or request Vendor to provide services in addition to the Services (each, a “**Services Change Request**”). Within 5 Business Days of receipt of such Services Change Request, Vendor shall reply to MTCC in writing (“**Services Reply Offer**”) stating:

- (a) the availability and identity of personnel having the required expertise;
- (b) the estimated number of hours required;
- (c) the proposed timetable; and
- (d) the estimated fees and expenses (the sum being the estimated total cost to MTCC), other than taxes payable by MTCC under Section 15.4,

to perform the change, modification, or additional services contemplated by the Services Change Request. Each Services Reply Offer shall constitute a binding offer by Vendor to perform such change, modification, or additional services. The fees to be charged by Vendor in connection with the performance of such change, modification, or additional services shall be based upon the time spent by Vendor’s personnel (including the personnel of its approved subcontractors) in performing such change, modification, or additional services, which shall be charged to MTCC using rates set out in **Schedule B - Pricing and Payment** or the applicable Statement of Work (or such lower rates as Vendor may specify

in the Services Reply Offer). MTCC shall respond in writing within 15 Business Days of receipt of the Services Reply Offer as to whether or not MTCC accepts Vendor's Services Reply Offer. Vendor shall perform the change, modification, or additional services, in accordance with the provisions of the Services Reply Offer, or on such other terms and conditions as are mutually agreed upon by MTCC and Vendor in writing, and otherwise in accordance with the provisions of this Contract. For the purposes of this Contract "**Expanded Services**" means the change, modification, or additional services to be provided by Vendor as set out in the Services Change Request, or as otherwise agreed to by Vendor and MTCC in accordance with this Section 7.1.

8. NO EXCLUSIVITY; NO MINIMUM COMMITMENTS

8.1 **No Exclusivity.** MTCC's retainer of Vendor to provide the Services is not exclusive. MTCC shall be entitled to contract with third parties, at its sole discretion, at any time, for the performance of any part of the Services to be provided hereunder, or for similar services. Vendor shall provide all reasonable cooperation as may be required by such third parties.

8.2 **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. MTCC shall have the right to reduce the scope of the Services (the "**Eliminated Work**") to be provided by Vendor hereunder for any reason whatsoever by notice in writing to Vendor. Upon receipt of such notice, Vendor shall immediately advise MTCC of any work that it has already completed in respect of the Eliminated Work and provide MTCC with documentation or other evidence satisfactory to MTCC, acting reasonably, in support thereof and deliver to MTCC any Work Product (either completed or in progress) in connection with the Eliminated Work. Upon receipt of such Work Product, and such satisfactory documentation and evidence, MTCC shall be required to pay for the portion of the Eliminated Work properly performed under this Contract to the satisfaction of MTCC, up to and including the date on which MTCC issued the notice in respect of the Eliminated Work on a pro-rated basis.

9. CONFIDENTIAL INFORMATION

9.1 **Confidential Information.** A Party (a "**Receiving Party**") may obtain or become privy to business, marketing, financial, technical, scientific or other information relating to another Party (the "**Disclosing Party**"), its suppliers and, in the case of MTCC, the Government of Ontario, whether disclosed or made available orally, visually, in writing, or through other tangible or intangible means, which information is, at the time of disclosure, designated as confidential (or like designation), disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential

(“**Confidential Information**”). Confidential Information includes this Contract. Confidential Information shall not include information that:

- (a) is now or subsequently falls within the public domain without a breach by the Receiving Party of any obligation owed to the Disclosing Party;
- (b) became known to the Receiving Party prior to disclosure by Disclosing Party and such prior knowledge can be established; or
- (c) became known to the Receiving Party from a third party without breach of a confidentiality obligation.

9.2 **Restrictions.** Subject to Section 10 - FIPPA, any Confidential Information disclosed pursuant to this Contract shall be retained in confidence by the Receiving Party, disclosed only to employees of the Receiving Party and any subcontractor engaged by Vendor to provide or assist with the provision of the Services, in each case with a need to know, and used solely for the purposes of carrying out the purposes of this Contract.

9.3 **Permitted Disclosure.** Notwithstanding the restrictions on disclosure set forth in Section 9.2, the Receiving Party shall not be restricted from disclosing the Disclosing Party’s Confidential Information solely as may be compelled pursuant to any law, regulation or judicial or governmental order, provided that any such disclosure shall be limited to the extent of the legal requirement and the Receiving Party shall promptly notify the Disclosing Party and cooperate with Disclosing Party, at Disclosing Party’s expense, so that it may provide comment to the Receiving Party or intervene and object to such disclosure or seek a protective order or other appropriate protection.

9.4 **Employee Agreements.** MTCC may, in MTCC’s sole discretion, require that Vendor’s employees and subcontractors execute and deliver to MTCC, a further confidentiality agreement. Vendor agrees that a breach of such confidentiality agreement by any employee or subcontractor shall constitute a breach of this Contract by Vendor.

9.5 **Return or Destruction.** Upon expiry or termination of this Contract, the Receiving Party shall return or destroy all Confidential Information of the Disclosing Party.

9.6 **Acknowledgement.** Without limiting any other provision of this Article 9 - Confidential Information, Vendor acknowledges and agrees that:

- (a) MTCC is subject to FIPPA, and FIPPA applies to and governs all records;
- (b) it may receive Personal Information in order to carry out its obligations under this Contract;

- (c) the privacy provisions of FIPPA governing the collection, retention, use, disclosure, and security of Personal Information continue to apply while this Contract is in effect and thereafter;
- (d) all records provided by MTCC to Vendor shall be and remain the property, and under the control, of MTCC, and shall be delivered to MTCC by Vendor as directed by MTCC;
- (e) all records containing Personal Information that are created or maintained in the course of providing the Products or Services pursuant to this Contract shall be and remain the property of MTCC; and
- (f) all records shall be returned to MTCC at the end of the Term, or sooner if required by MTCC.

9.7 **Vendor's Privacy Obligations.** Without limiting the generality of Section 9.1, but for greater certainty, Vendor agrees:

- (a) to keep all records, files, documents, and other materials containing Personal Information secure, including ensuring its computer security is adequate to protect Personal Information against unauthorized access and disclosure;
- (b) to provide any and all records to MTCC within seven Business Days of being directed to do so by MTCC for any reason;
- (c) not to directly or indirectly collect, use, disclose or destroy any Personal Information for any purposes not directly related to the performance of its obligations under this Contract;
- (d) to restrict access to Personal Information to those of its employees or subcontractors who have a need to know it for the purposes of providing the Services hereunder;
- (e) that any Personal Information supplied to MTCC may be disclosed by MTCC where it is obligated to do so under FIPPA or by an order of a court or tribunal or pursuant to a legal proceeding;
- (f) that Personal Information cannot be used by Vendor for its own purposes, or for any other purpose not identified in this Contract;
- (g) that Personal Information and any records, files documents, or other materials containing Personal Information can only be disclosed or transferred to a third party with the informed prior written consent of MTCC;

- (h) to immediately notify MTCC in writing where Personal Information is collected, used, or disclosed contrary to the provisions of this Contract;
- (i) to: (A) immediately refer to MTCC any individual who contacts the Vendor to request access or correction to, or with any inquiries or complaints about, his or her Personal Information in connection with or otherwise relating to the Contract; (B) immediately notify MTCC of any such request, inquiry or complaint; and (C) provide, in a timely manner, all reasonable cooperation, assistance, information and access to Personal Information in its possession, custody or control as is necessary for MTCC to promptly (and, in any event, within any time frame required by applicable privacy laws) respond to such request, inquiry or complaint; and
- (j) not to match or otherwise link or associate Personal Information collected in the performance of the Services with Personal Information obtained from other sources.

9.8 **Personal Information in Canada.** Vendor represents, warrants, and covenants that: (a) no Personal Information will be held, stored, located, or transferred outside of Canada; and (b) any and all Personal Information disclosed to it hereunder, and whether disclosed or stored in any form or medium, including physical hardcopy format or on computer databases, will be stored and processed in Canada only.

9.9 **Subcontracting of Personal Information Obligations.** The Vendor shall not subcontract, assign, or delegate to any third party its obligations in respect of the protection of Personal Information without prior written approval of MTCC.

9.10 **Right to Audit.** The Vendor shall (a) permit MTCC or its designee to inspect any Personal Information in the custody or possession of Vendor in connection with this Contract and to audit Vendor's compliance with its obligations described in this Contract, including, without limitation, the security measures used to protect Personal Information; (b) permit MTCC to enter onto Vendor's premises for such purposes; and (c) otherwise promptly and properly respond to all reasonable inquiries from MTCC with respect to Vendor's handling of Personal Information in connection with this Contract or Vendor's compliance with this Contract.

10. FIPPA

10.1 Notwithstanding any other provision of this Contract, Vendor hereby acknowledges that MTCC may be required to disclose records relating to this Contract pursuant to FIPPA. Vendors are advised that FIPPA does provide protection for confidential and proprietary business information. However, Vendors are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information that is disclosed to MTCC should be marked as such. Subject to the provisions

of FIPPA, MTCC will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Vendor as confidential but shall not be liable in any way whatsoever to Vendor or any of Vendor's employees, contractors, agents, subcontractors, or representatives if such information is disclosed based on an order or decision of the Information and Privacy Commissioner or otherwise as required under applicable law.

11. OWNERSHIP AND LICENSES

- 11.1 **Ownership of Work Product.** MTCC shall own all right, title and interest in and to all Work Product. The parties intend that the Work Product shall be considered work-for-hire to the extent they qualify under applicable law. To the extent that all rights in the Work Product do not automatically vest in MTCC, Vendor hereby assigns to MTCC all of its right, title and interest in and to all Work Product, including, without limitation, all Intellectual Property therein. Vendor shall ensure that any individuals supplied to perform the Services have entered into appropriate agreements to give effect to the rights and obligations herein, including, without limitation, assignment of Intellectual Property and waivers of author's moral rights, if any, in the Work Product.
- 11.2 **Ownership of MTCC Background IP.** MTCC Background IP shall remain the exclusive property of MTCC. Nothing in this Contract shall be construed as granting any license or other right in MTCC Background IP to Vendor, except as may be expressly set forth herein.
- 11.3 **Ownership of Vendor Background IP.** Vendor owns all right, title and interest in and to the Vendor Background IP, except that, to the extent that there is any embedded or integrated Vendor Background IP in the Work Product ("**Embedded Vendor IP**"), or to the extent that use of the Work Product would infringe any rights in the Vendor Background IP, Vendor hereby grants to MTCC an irrevocable, perpetual, world-wide, non-exclusive, paid-up license, with the right to sub-license, make, use, sell, reproduce and otherwise use such Vendor Background IP to the extent necessary to permit MTCC to fully exploit the Work Product (for certainty, such licence shall not expire or terminate upon the expiry or termination of this Contract).
- 11.4 **Third Party Property.** Vendor shall not use Third Party Property in performing the Services or embed, integrate, or incorporate any Third-Party Property in the Work Product unless MTCC has given prior written approval and Vendor has the necessary licenses from the third party for such use. If MTCC grants such approval, Vendor shall grant to MTCC an irrevocable, perpetual, world-wide, non-exclusive, paid-up license, with the right to sub-license, make, use, sell, reproduce, and otherwise use such Third-Party Property to the extent necessary to permit MTCC to fully exploit the Work Product.
- 11.5 **Inspection.** MTCC, its agents, representatives and employees shall have the right, upon reasonable notice, to examine all records and supporting data held by Vendor, which

MTCC reasonably deems pertinent to the identification and disclosure of Work Product. During Vendor's normal business hours, Vendor shall provide MTCC with reasonable access to all its records and supporting data and its staff, including technical staff, to determine the identity and scope of the Work Product. Such information shall be Confidential Information and treated in accordance with the confidentiality obligations in Article 9 - Confidential Information.

- 11.6 **Vendor's Use.** Vendor shall maintain all Work Product and MTCC Background IP in confidence in accordance with the confidentiality obligations in Article 9 - Confidential Information. Vendor may use the Work Product and MTCC Background IP during the Term if and as required for carrying out the Services, but for no other purpose.
- 11.7 **Further Assurance.** Vendor shall do such things, execute documents, and provide other reasonable assistance as requested by MTCC or its designee to give effect, protect and enforce the rights herein, including, without limitation, to register any available patent, copyright, or other legal protection for the Work Product. MTCC shall pay Vendor for any such assistance, other than for the execution of documents, on a time and materials basis at Vendor's standard rates for the individuals rendering the assistance.
- 11.8 **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.

12. REPORTS, AUDIT, AND INSPECTION

- 12.1 **Reports.** Vendor shall furnish to MTCC, when so requested:
- (a) reports on the progress of the Services;
 - (b) reports describing the time spent and activities undertaken by Vendor; and
 - (c) such other information reasonably necessary for MTCC to ensure the prompt and complete performance of the Services by Vendor.
- 12.2 **Audit Rights.** Vendor shall keep accurate records and books of account showing all charges, disbursements, and expenses invoiced to MTCC by Vendor in performing the Services. In connection with the Services, Vendor will provide periodic reports in a format as reasonably determined by MTCC. At minimum, such reports will be monthly and will describe the progress the Services. MTCC will have the right, upon reasonable written notice, to audit Vendor's books and records to verify that Vendor has complied with this Contract. Each such audit shall take place at Vendor's address described in Section 21.1 and at a time mutually acceptable to both Parties, provided that Vendor shall allow each

audit to take place within five Business Days of receipt of MTCC's written request. An audit may be requested at any time up to one year after payment of the final invoice.

13. PERFORMANCE OF VENDOR OBLIGATIONS

- 13.1 **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.
- 13.2 **Third Parties; Co-operation.** Vendor agrees that MTCC may from time to time retain third parties with respect to the subject matter of the Services.
- 13.3 **No Benefits.** Vendor shall not accept benefits offered by third parties in connection with the performance of Vendor's obligations hereunder.
- 13.4 **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.
- 13.5 **No Discrimination/Accessibility.** Vendor shall not engage in discriminatory treatment of any kind in connection with, or to any person or class of persons for any reason whatsoever including discriminatory treatment based on race, creed, religion, or sex. In addition, Vendor shall comply with any accessibility standards applicable to Vendor pursuant to the *Accessibility for Ontarians with Disabilities Act, 2005*.
- 13.6 **Personnel.** Vendor shall provide fully trained, competent, and skilled personnel to perform the Services hereunder. Changes in Vendor's personnel performing the Services shall be made only with the prior written approval of MTCC.
- 13.7 **Vendor Representative.** If the performance of the Services requires the Vendor to designate an on-site representative, no later than five Business Days following execution of this Contract, the Vendor shall provide MTCC with the name and contact information of its designated representative (the "**Vendor Representative**"). Vendor shall notify MTCC, in writing, of any change in the Vendor Representative. Unless otherwise notified in writing, MTCC shall be entitled to treat any act of the Vendor Representative as being authorized by Vendor and MTCC shall not be required to determine whether authority has in fact been given.
- 13.8 **Compliance With Contract.** Vendor shall ensure that its personnel comply with this Contract, including Article 9 - Confidential Information, and Article 14 - Compliance with Laws and Conflicts of Interest.

- 13.9 **Removal of Vendor Personnel.** Vendor shall replace or cause to be replaced, within a reasonable time, any individuals engaged in performing the Vendor's obligations under this Contract whose removal is requested by MTCC acting reasonably. Vendor agrees that MTCC's rights do not obligate Vendor to take any other action regarding such individual including, without limitation, the termination or breach of any employment or other contractual relationship with such individual. However, Vendor in its sole and absolute discretion may take such action as it deems appropriate under the circumstances. If Vendor takes any action other than the requested replacement, or causes any such action to be taken, in respect of any such individual, Vendor shall indemnify, defend, and hold harmless MTCC Indemnitees from all Losses and Claims arising therefrom.
- 13.10 **Time of Performance.** Vendor acknowledges and agrees that it may be required to perform all or a portion of the Services outside of regular business hours.
- 13.11 **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;
 - (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; and
- 13.12 **Service Warranty Period.** Without limiting any other representations or warranties applicable to the Services, all Services rendered under this Contract shall have a warranty period of one year from the date of delivery or completion, as applicable (the "**Service Warranty Period**"). 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. If MTCC believes that there is

a breach of such warranty, MTCC will notify Vendor, in writing, setting out the nature of such breach. Vendor shall promptly investigate such breach and shall advise MTCC within 10 Business Days of receipt of the written notification of the breach from MTCC of Vendor's planned corrective action. Vendor shall provide additional services or take such other action as required to correct any such breach of representation or warranty within a further period of 20 Business Days, at no additional cost to MTCC. If Vendor is unable to correct any such breach within the foregoing 30 Business Day period following notice of such breach, then MTCC may, in MTCC's sole discretion: (i) be released from its obligation to pay Vendor for the Services to the extent affected by such breach; (ii) receive, at MTCC's option, a refund or credit of fees paid to Vendor with respect to the Services to the extent affected by such breach; or (iii) terminate this Contract immediately upon notice to Vendor, and MTCC shall thereupon be relieved from all liability under this Contract.

14. COMPLIANCE WITH LAWS AND CONFLICT OF INTEREST

- 14.1 **Compliance With Applicable Laws.** Vendor shall, in the performance of this Contract, comply with all applicable laws, regulations and orders, including those pertaining to immigration, customs, labour, wages, hours of work and other similar provisions. Vendor shall also be responsible for obtaining all necessary permits, licenses, and employment authorizations and for complying with all applicable laws, regulations, and conditions in connection with such permits and licenses.
- 14.2 **Vendor Employees.** Vendor shall be solely responsible for its employees throughout the Term and at its expense, including ensuring that all required employer filings, contributions, deductions, and payments are made or remitted, as the case may be, with respect to applicable employer health taxes and under the *Employment Insurance Act*, the Canada Pension Plan, the *Income Tax Act*, the *Ontario Workplace Safety and Insurance Act, 1997*, and all equivalent legislation in any other applicable jurisdiction. Without limiting the generality of the foregoing, Vendor covenants, represents and warrants that Vendor has obtained and will maintain any health, medical, disability or similar insurance that Vendor deems advisable, but in any event no less than that amount of insurance as would be customary, prudent and reasonable in Vendor's industry. Vendor acknowledges that MTCC will not be providing any health, medical, disability or similar benefits as an incident of Vendor's retainer hereunder, and Vendor shall indemnify, defend and hold harmless MTCC Indemnitees from all Losses and Claims, arising from any health, medical, disability or similar claims which Vendor or any of Vendor's officers, directors, employees, contractors, representatives or agents may have during or after Vendor's retainer hereunder.
- 14.3 **Vendor Conflict.** In the event of an actual or potential Conflict involving Vendor, any of Vendor's subcontractors or their respective directors, officers, employees and agents:
- (a) Vendor shall immediately notify MTCC of the nature of such Conflict 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 14.3(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.

15. TAXES

15.1 **Duties/Tariffs/Levies and Taxes Incurred by Vendor.** All taxes, customs duties, tariffs and similar levies incurred by Vendor in the course of supplying the Services to MTCC are the responsibility of Vendor. MTCC will not reimburse such taxes, customs duties, tariffs and similar levies incurred.

15.2 **Income Taxes Imposed on Vendor.** All taxes imposed on the income of Vendor are the responsibility of Vendor. MTCC will not reimburse such taxes.

15.3 Tax Representation.

- (a) The Vendor shall immediately notify MTCC of any change in its status as a Goods and Services Tax/Harmonized Sales Tax (GST/HST) registrant.
- (b) Vendor represents and warrants that it is a Goods and Services Tax/Harmonized Sales Tax (GST/HST) registrant for the purposes of the *Excise Tax Act* of Canada and Vendor's GST/HST registration number is [●].

15.4 **Compliance with Applicable Tax Laws.** Without limiting any other provisions herein, Vendor shall charge the proper amount of tax to MTCC, collect the proper amount of tax from MTCC and remit the proper amount of tax to all applicable taxation authorities in accordance with all applicable tax laws with respect to any fees, payments or charges to be paid to Vendor hereunder.

15.5 **Withholding Taxes.** For greater certainty, and notwithstanding any other provision of this Contract, MTCC is expressly authorized and directed to deduct from all fees, payments and charges otherwise payable to Vendor and remit to the applicable taxation authority, all withholding taxes that may apply with respect to any payments hereunder, now or in the future, or which may be imposed by law or regulation as an obligation upon MTCC with respect to any fees, payments or charges to be paid to Vendor hereunder. If MTCC does not withhold such taxes, and it is subsequently determined that such taxes should have been withheld, Vendor shall indemnify, defend and hold harmless MTCC from all claims arising therefrom, for the full amount of such taxes.

16. INDEMNITY AND RELEASE

16.1 **Indemnity to MTCC.** Vendor shall indemnify, defend and hold harmless MTCC and its officers, directors and employees (“**MTCC Indemnitees**”) from any Loss:

- (a) that arises from or is caused by any breach of this Contract by Vendor or any person acting under its direction or control (including subcontractors and independent contractors) or that arises from any incorrectness or breach of a representation or warranty by Vendor;
- (b) **that arises from or is caused by any wilful or negligent act or omission of Vendor, or any person acting under its direction or control (including subcontractors and independent contractors);**
- (c) that arises from or is caused by injury or death to persons or damages to property;
- (d) that arises alleging that any Service, Work Product, Third Party Property, or Vendor Background IP infringes any Intellectual Property or other proprietary right of a third party; and
- (e) that arises in connection with the matters described in Sections 13.9, 14.2, 15.5 and 19.1.

16.2 **MTCC Right to Participate.** MTCC may participate, at its expense, in the defense or settlement of any claim, demand, settlement, action or proceeding (each, a “**Claim**”) relating to any Loss to which Vendor is required to indemnify MTCC pursuant to this Contract with counsel of its own choice on a non-controlling basis. Vendor shall not enter into any settlement that does not contain an unconditional release of MTCC without obtaining MTCC’s prior written consent, which shall not be unreasonably withheld or delayed.

16.3 **MTCC Right to Work Product.** When notified of an action or motion that seeks to restrict MTCC from using Work Product created or otherwise provided by Vendor, Vendor may (and in the case of a judgment, order or injunction that restricts the use of any such Work Product, shall), at its expense:

- (a) obtain for MTCC the right to use such Work Product in accordance with this Contract; or
- (b) modify such Work Product or replace such Work Product with an equivalent, so that MTCC’s use of such Work Product in accordance with this Contract is non-infringing.

17. LIMITATIONS

- 17.1 **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.

18. INSURANCE

- 18.1 **Vendor Obligations of Insurance.** Vendor shall maintain, at Vendor's expense throughout the Term all of the insurance set out in **Schedule C - Insurance**. In addition, Vendor shall maintain all normal course insurance for Vendor's employees, including short-term car rental insurance or other travel related insurance, covering its operations in all of MTCC's premises where Services will be performed throughout the Term.
- 18.2 **Notice to MTCC.** Each policy of insurance as described in **Schedule C - Insurance** shall provide MTCC with not less than 30 Business Days prior written notice of any cancellation or termination thereof. Vendor shall, on the Effective Date and on each anniversary thereof, provide MTCC with a certificate(s) of insurance in a form acceptable to MTCC evidencing the insurance required to be maintained by Vendor. All insurance maintained by Vendor shall be primary and shall not call into contribution any insurance maintained by MTCC.
- 18.3 **MTCC Right to Terminate/Withhold Payment/Terminate.** In case of failure to furnish said certificate(s) of insurance or upon cancellation of any required insurance, MTCC may withhold all payments until Vendor complies with this requirement, or MTCC may terminate this Contract in whole or in part immediately without notice to Vendor, and MTCC shall thereupon be relieved from all its liability under this Contract.

19. INDEPENDENT CONTRACTOR

- 19.1 **Independent Contractor.** Vendor shall perform its obligations under this Contract as an independent contractor and not as an employee or agent of MTCC, notwithstanding the issuance of any specific authorization or direction. Vendor shall have no power or authority to bind MTCC or to assume or create any obligation, express or implied, on MTCC's behalf, nor shall Vendor represent that Vendor has such power or authority. Vendor is authorized to enter into any commitment or contract in connection with this Contract only in its own name and under which Vendor is solely liable, financially or otherwise. No employee, contractor, agent, subcontractor or representative of Vendor shall be deemed to be an employee or contractor of MTCC, and the terms and conditions of their employment and service contracts shall indicate accordingly. Should the relationship between MTCC and Vendor or any of Vendor's personnel be found in law to constitute an employment relationship, which conclusion is expressly denied, Vendor shall indemnify, defend and hold harmless MTCC Indemnitees from all Losses and Claims arising therefrom for any

amounts that are found to be owing by way of employer contributions, withholdings, or termination or severance pay under any applicable law relating to employment status and Vendor shall indemnify, defend and hold harmless MTCC Indemnitees from all Losses and Claims for any and all such payments and any fines, interest or penalties arising from non-payment or failure to withhold.

20. FORCE MAJEURE

- 20.1 **Force Majeure.** No Party shall be in breach of this Contract where its failure to perform or its delay in performing any obligation is due to a cause beyond its reasonable control, including an act of God, acts or policies of any federal, provincial, civil or military authority, governmental priorities, civil commotion, war, strikes, lockouts and other labour disputes, fires, floods, earthquake, storm, epidemic, and failure of satellite communications or electrical or telephone power transmission lines or facilities (each constituting an “**Event of Force Majeure**”).
- 20.2 **Delay in Payment.** An Event of Force Majeure may result in a delay in any payment owing under this Contract being made within the timeframes required in this Contract; however, any monies subject to a delay in payment will remain owing to the other Party.
- 20.3 **Extension of Performance.** Each Party shall notify the other promptly and in writing of any failure to perform or delay in performing due to an Event of Force Majeure and shall provide an estimate as soon as practicable of the time when the obligation will be performed. Subject to Section 20.5 time for performing the obligation shall be extended for a period of time equal to the period of delay resulting from such a cause. Without restricting the generality of the foregoing, whenever an actual or potential labour dispute is delaying or threatens to delay the performance of Services, Vendor shall promptly notify MTCC in writing. Such notice shall include all relevant information concerning the dispute and its background.
- 20.4 **MTCC Recourse to Third Parties.** During each such Event of Force Majeure, MTCC may, in MTCC’s sole discretion, and without incurring any penalty or other liability, seek to have its need (which would otherwise be met hereunder) met by or through a third party or third parties.
- 20.5 **MTCC Right to Terminate.** When the performance of an obligation is delayed by at least two months due to an Event of Force Majeure and the Parties have not agreed upon a revised basis for performing the obligation, including the implementation of work-around plans and/or adjustment of the charges, then MTCC may terminate this Contract immediately upon notice to Vendor, and MTCC shall thereupon, subject to Section 5.5, be relieved from all liability under this Contract.

21. NOTICE

21.1 **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:

MTCC or METROPOLITAN TORONTO CONVENTION CENTRE CORPORATION

255 Front Street West
Toronto, Ontario
M5V 2W6
Canada

Contact: [MTCC REP]
Title: [Title of MTCC Rep]
Phone: [insert]
E-mail: [insert]

Vendor:

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

21.2 **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 fifth Business Day following the date of mailing. Any Party may change its address for the purpose of this Article 21 - Notice by giving 10 Business Days prior written notice of such change to the other Party in the manner set out above.

22. WAIVER

22.1 **No Waiver.** No provision hereof shall be deemed waived, unless such waiver is in writing signed by the Party providing the waiver, and a waiver of any provision in one instance shall not be deemed as a waiver in any other instance.

23. SEVERABILITY

23.1 **Severability.** Where any provision of this Contract is declared invalid, illegal, or unenforceable by a court or other authority of competent jurisdiction, this Contract shall continue in full force and effect with respect to the enforceable provisions.

24. SURVIVAL

24.1 **Survival.** The provisions of this Contract, which by their nature are intended to survive the expiry or termination of this Contract.

25. ASSIGNMENT

25.1 **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.

25.2 **Contract Binding Upon Assignment.** This Contract shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

25.3 **Assignment to MTCC.** If MTCC determines that all or any portion of the Services should be acquired by MTCC, MTCC may assign its related rights and obligations to MTCC upon notice to the Vendor by way of a Purchase Order issued by MTCC, or otherwise. In those circumstances, MTCC agrees to be bound by the terms and conditions of this Contract relating to the performance of the Services that are the subject of the assignment in accordance with this Section 25.3.

26. GOVERNING LAW

26.1 **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 shall be treated in all respects as an Ontario contract. The Parties agree that 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.

27. TIME OF THE ESSENCE

27.1 **Time of Essence.** Vendor acknowledges that time is of the essence in the performance of all of Vendor's obligations under this Contract.

28. FURTHER ASSURANCES

28.1 **Further Assurances.** Vendor shall, at its sole cost, execute and deliver any further agreements and documents and provide any further assurances as may be reasonably

required by MTCC to give effect to this Contract and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required from time to time by any federal, provincial, local, municipal, regional, territorial, aboriginal, or other government or court, domestic or foreign.

29. REMEDIES CUMULATIVE

29.1 **Remedies Cumulative.** The rights and remedies under this Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right to remedy to which that Party may be entitled.

30. PUBLICATION

30.1 **Publication.** Vendor will not advertise or publicize anything relating to this Contract, including, without limitation, its existence, or the existence of a relationship with MTCC, without the prior written approval of MTCC. Vendor will not release any publication or announcement of any type in connection with the Services under this Contract, without the prior written approval of MTCC.

31. ENVIRONMENT AND SOCIAL RESPONSIBILITY

31.1 **Environment and Social Responsibility.** Vendor will take all necessary action to ensure that any items returned by or retrieved from MTCC will be disposed of in an environmentally safe and responsible manner reasonably acceptable to MTCC.

32. FRENCH LANGUAGE SERVICES

32.1 **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.

33. FINANCIAL ADMINISTRATION ACT – SECTION 28

33.1 **Contingency Liability.** Vendor acknowledges that MTCC is an Ontario provincial public entity subject to the *Financial Administration Act* R.S.O. 1990, including section 28 which prohibits the increase of indebtedness or contingent liability of the province. Vendor agrees

that no exemptions to the application will be sought, and as such the entirety of this Agreement shall be read so as to conform to the law.

34. ENTIRE AGREEMENT

34.1 **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.

35. AMENDMENTS

35.1 This Contract shall not be amended, supplemented, or modified in any manner except by a further written agreement signed by a duly authorized representative of each of the Parties.

[The next page is the signature page]

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

**METROPOLITAN TORONTO
CONVENTION CENTRE CORPORATION**

[VENDOR NAME]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

**METROPOLITAN TORONTO CONVENTION
CENTRE CORPORATION**

Signature: _____

Name: Maria Collini

Title: VP Finance

SCHEDULE A

Statement of Work

Statement of Work for [Enter SOW Description]

This Statement of Work (“SOW”) is governed by the terms and conditions of the Master Services Agreement entered into between [Enter vendor legal name] (“Vendor”) and Metropolitan Toronto Convention Centre Corporation (“MTCC”) dated [Enter effective date], for [insert Service Description] Services.

1. SOW TERM

- (a) SOW Start Date: [Instructions: Insert date.]
- (b) SOW End Date: [Instructions: Insert date.]
- (a) SOW Term: means the period of time commencing on the SOW Start Date and terminating on the SOW End Date.

MTCC OBJECTIVE

- (a) [Instructions: identify what MTCC’s objectives are and what the expectation is through this engagement.]

3. SERVICES

The Vendor shall provide the following Services to MTCC:

- (a) [Instruction: Provide a detailed list of services to be provided or performed by the Vendor. Include subheadings where appropriate, for example for the following:
 - reports (including progress reports) or deliverables to be prepared by Vendor (note: do not use capitalized term “deliverables” as this has a different meaning under the agreement);
 - implementation plan;
 - timelines for completion;
 - milestones;

- acceptance testing plan, if required;
- system documentation, if required;
- contingency plan;
- works schedule/project schedule; and
- any other services that the vendor must provide to MTCC.

4. VENDOR'S SUBCONTRACTORS

(a) MTCC hereby consents to the use by the Vendor of the subcontractors, and of the subcontractors' personnel, listed below for the particular roles (including experience levels) specified.

Legal Name of Corporation	Individual's Legal Name	Individual's Role and Experience Level	Per Diem Rate
			\$
			\$

5. VENDOR'S PERSONNEL

Individual's Legal Name	Individual's Role and Experience Level	Per Diem Rate
		\$
		\$

6. COMMUNICATIONS

(a) The Vendor shall meet with the MTCC Representative [**Instructions: specify frequency**] during the SOW Term to provide status reports or [**insert any other requirements**]

IN WITNESS WHEREOF, the Parties hereto have caused this Statement of Work to be executed and delivered as of the SOW Start Date by their duly authorized representatives.

**METROPOLITAN TORONTO
CONVENTION CENTRE
CORPORATION**

[ADD: COMPANY NAME]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

[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.]

SCHEDULE C

Insurance

Except as otherwise agreed by MTCC in writing, 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 **\$2,000,000** 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.