

BC HOUSING GENERAL TERMS AND CONDITIONS

ARTICLE 1 – INTERPRETATION

1.01 Defined Terms

When used in the Agreement, the following words or expressions have the following meanings:

“Authority” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments;

“BC Housing” means the British Columbia Housing Management Commission;

“BC Housing Confidential Information” means all information of BC Housing that is of a confidential nature, including all confidential information in the custody or control of BC Housing, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Contract. For greater certainty, BC Housing Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by BC Housing, the Supplier or any third-party; (ii) all information (including Personal Information) that BC Housing is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to BC Housing or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which BC Housing has elected to be closed for business;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of the Supplier's Tender Submission that is confidential to BC Housing and not available to the open and competitive procurement process and render that process non-competitive and unfair; or (b) in relation to the performance of its contractual obligations in a BC Housing contract, the Supplier's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Contract” means the aggregate of: master agreement, articles of agreement, these general terms and conditions, any supplemental general conditions, annexes, schedules, purchase order(s), the solicitation and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the parties from time to time;

“Deliverables” means everything provided to or agreed to be provided to BC Housing under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by Schedule “A”, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

“Expiry Date” is as set out in the Contract;

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as amended from time to time;

“Indemnified Parties” means BC Housing, its agents, employees, and any other person designated as such by BC Housing;

“Industry Standards” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in British Columbia and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by BC Housing;

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

“Personal Information” means recorded information about an identifiable individual or that may identify an individual;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in the Contract, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (a) all applicable duties and taxes; (b) all labour, materials, equipment, tools, facilities, licenses, and approvals costs; (c) all travel and carriage costs; (d) all insurance costs; and (e) all other overhead including any fees or other charges required by law;

“Record”, for the purposes of the Contract, means any recorded information, including any Personal Information, in any form: (a) provided by BC Housing to the Supplier, or provided by the Supplier to BC Housing, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“Supplier” means the party who is named in the Contract to supply the Deliverables to BC Housing. A supplier may be a manufacturer, distributor, contractor, tradesman, consultant, or other;

“Supplier’s Tender Submission” means all the documentation submitted by the Supplier in response to the Solicitation document;

“Term” means the period of time from the effective date set out in the Contract up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms;

ARTICLE 2 – GENERAL TERMS

2.01 No Indemnities from BC Housing

Notwithstanding anything else in the Contract, any express or implied reference to BC Housing providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of BC Housing, whether at the time of execution of the Contract or at any time during the Term, shall be void and of no legal effect.

2.02 Entire Contract

The Contract embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the date of execution of the Contract.

2.03 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.04 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one’s reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure

events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

2.05 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, or email and shall be addressed to, respectively, BC Housing Address to the attention of BC Housing representative as set out in the Contract and to the Supplier Address to the attention of the Supplier Representative as set out in the Contract. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.06 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

2.07 Priority of Documents

Unless stated otherwise to the contrary, If there is any conflict between the documents of this Contract then the order of precedence shall be: 1) supplemental general conditions, 2) general terms and conditions [this document], 3) deliverables schedule, 4) pricing schedule, 5) purchase order, 6) technical drawing, 7) specification, 8) statement of work. In the absence of one of the aforementioned documents the next document shall prevail.

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN BC HOUSING AND THE SUPPLIER

3.01 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of BC Housing under this Contract.

3.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind BC Housing or to assume or create any obligation or responsibility, express or implied, on behalf of BC Housing. The Supplier shall not hold itself out as an agent, partner or employee of BC Housing. Nothing in the Contract shall have the effect of creating an employment,

partnership or agency relationship between BC Housing and the Supplier (or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors).

3.04 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Contract or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of this Contract.

3.05 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of BC Housing. Such consent shall be in the sole discretion of BC Housing and subject to the terms and conditions that may be imposed by BC Housing. Without limiting the generality of the conditions which BC Housing may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and BC Housing.

3.06 Duty to Disclose Change of Control

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to BC Housing and shall comply with any terms and conditions subsequently prescribed by BC Housing resulting from the disclosure.

3.07 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to BC Housing without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by BC Housing to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, BC Housing may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by BC Housing to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

3.08 Contract Binding

The Contract shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 4 – PERFORMANCE BY SUPPLIER

4.01 Commencement of Performance

The Supplier shall commence performance upon receipt of written instructions from BC Housing.

4.02 Deliverables Warranty

The Supplier hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of BC Housing, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by BC Housing in a rectification notice.

4.03 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from BC Housing, any access to or use of BC Housing property, technology or information that is not necessary for the performance of its contractual obligations with BC Housing is strictly prohibited. The Supplier further acknowledges that BC Housing may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

4.04 Notification by Supplier to BC Housing

During the Term, the Supplier shall advise BC Housing promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

4.05 Condonation Not a Waiver

Any failure by BC Housing to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by BC Housing of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

4.06 Changes by Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

4.07 Supplier to Comply with Reasonable Change Requests

BC Housing may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable BC Housing change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify BC Housing and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

4.08 Pricing for Requested Changes

Where a BC Housing change request includes an increase in the scope of the previously contemplated Deliverables, BC Housing shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between BC Housing and the Supplier within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

4.09 Non-Exclusive Contract, Work Volumes

The Supplier acknowledges that it is providing the Deliverables to BC Housing on a non-exclusive basis. BC Housing makes no representation regarding the volume of goods and services required under the Contract. BC Housing reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

4.10 Performance by Specified Individuals Only

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of BC Housing, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

4.11 BC Housing Rights and Remedies and Supplier Obligations Not Limited to Contract

The express rights and remedies of BC Housing and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to BC Housing or any other obligations of the Supplier at law or in equity.

4.12 Transfer of Ownership

Unless stated otherwise to the contrary, goods must be consigned to the destination specified in the Contract, delivery and transfer of ownership of the Deliverables shall occur upon receipt of the Deliverables by BC Housing. Transportation of the Deliverables will occur per the Incoterm and delivery date(s) stated on the purchase order at BC Housing's designated premises per Incoterms 2010. In the absence of an Incoterm stated on the BC Housing purchase order, transportation will occur DDP, BC Housing's designated premise per Incoterms 2010. Ownership of derivative work resulting from services rendered will transfer to BC Housing immediately upon creation. Acknowledgment of delivery of goods or services received by BC Housing will not constitute acceptance.

4.13 Information Technology Related Threats

The Supplier shall notify BC Housing and its mutual affiliates, as soon as reasonably possible, of any information technology related threat that may be transmitted electronically to BC Housing or any of its affiliates which includes but is not limited to: viruses, rogue security software, trojan horses, spyware,

computer worms, phishing, rootkits and any real or perceived electronic attack (the “IT Threat”). In the event BC Housing becomes aware of an IT Threat, BC Housing may, at its sole discretion, notify any organization that it reasonably believes could be exposed to the same IT Threat and include in such notification any relevant details for the purpose of avoiding or minimizing any negative impact.

ARTICLE 5 – PAYMENT FOR PERFORMANCE

5.01 Payment According to Contract Rates

BC Housing shall, subject to the Supplier’s compliance with the provisions of the Contract and the payment process set out in the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

5.02 Hold Back or Set Off

BC Housing may hold back payment or set off against payment if, in the opinion of BC Housing acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

5.03 No Expenses or Additional Charges

There shall be no other charges payable by BC Housing under the Contract to the Supplier other than the Rates established under the Contract.

5.04 Payment of Taxes and Duties

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

5.05 Withholding Tax

BC Housing shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Contract and shall remit it to the appropriate Government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

5.06 Electronic Funds Transfer

The Supplier will be paid by direct deposit (electronic funds transfer).

5.07 Limitation on Payment of Funds.

Despite section 5.01 and pursuant to the provisions of the Financial Administration Act (British Columbia), if BC Housing does not receive the necessary appropriation from the British Columbia Legislature for payment under the Contract, BC Housing is not obligated to make any such payment, and, as a consequence, BC Housing may terminate the Contract pursuant to section 9.03.

ARTICLE 6 – CONFIDENTIALITY AND FIPPA

6.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of BC Housing. BC Housing may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with BC Housing without the prior written

consent of BC Housing. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so from BC Housing.

6.02 BC Housing Confidential Information

During and following the Term, the Supplier shall: (a) keep all BC Housing Confidential Information confidential and secure; (b) limit the disclosure of BC Housing Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any BC Housing Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of BC Housing and (ii) in respect of any BC Housing Confidential Information about any third-party, the written consent of such third-party; (d) provide BC Housing Confidential Information to BC Housing on demand; and (e) return all BC Housing Confidential Information to BC Housing before the end of the Term, with no copy or portion kept by the Supplier.

6.03 Restrictions on Copying

The Supplier shall not copy any BC Housing Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

6.04 Injunctive and Other Relief

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to BC Housing or to any third-party to whom BC Housing owes a duty of confidence, and that the injury to BC Housing or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that BC Housing is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.05 Notice and Protective Order

If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any BC Housing Confidential Information, the Supplier will provide BC Housing with prompt notice to that effect in order to allow BC Housing to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with BC Housing and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of BC Housing Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for BC Housing) that such BC Housing Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such BC Housing Confidential Information subject to those terms and conditions.

6.06 FIPPA Records and Compliance

The Supplier and BC Housing acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees (a) to keep Records

secure; (b) to provide Records to BC Housing within seven (7) calendar days of being directed to do so by BC Housing for any reason including an access request or privacy issue; (c) to implement other specific security measures that in the reasonable opinion of BC Housing would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Confidential Information and Records generally; and (d) that any confidential information supplied to BC Housing may be disclosed by BC Housing where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.07 Audit

In addition to any other rights of inspection BC Housing may have under statute or otherwise, BC Housing, its authorized representatives or an independent auditor identified by BC Housing may, at its own expense, during business hours and upon twenty-four hours Notice to the Supplier, enter upon the Supplier's premises, at BC Housing's discretion, to inspect and copy any of the Records. The Supplier must permit BC Housing to exercise its rights under this section.

6.08 Survival

The provisions of this Article and any other Article that states it survives termination or expiry of the Contract shall survive any termination or expiry of the Contract.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.01 BC Housing Intellectual Property

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by BC Housing to the Supplier shall remain the sole property of BC Housing at all times.

7.02 No Use of BC Housing Insignia

The Supplier shall not use any insignia or logo of BC Housing except where required to provide the Deliverables, and only if it has received the prior written permission of BC Housing to do so.

7.03 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 8 – INDEMNITIES AND INSURANCE

8.01 Supplier Indemnity

The Supplier hereby agrees to indemnify and save harmless the Indemnified Parties from losses, claims, damages, actions, causes of action, costs and expenses that the Indemnified Parties may sustain, incur, suffer or be put to at any time, either before or after this Contract ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Supplier or by any of the Supplier's agents, employees, officers, directors or subcontractors in connection with this Contract, excepting always liability arising out of the independent acts or omissions of the Indemnified Parties. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

8.02 Workers Compensation

Without limiting the generality of section 4.02, the Supplier warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws and regulations in relation to the performance of the Supplier's obligations under this Contract, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions. The Supplier shall provide BC Housing with evidence of the Supplier's compliance with this section within ten (10) Business Days of being requested to do so.

8.03 Insurance

The Supplier must, without limiting the Supplier's obligation or liabilities and at the Supplier's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to BC Housing:

- a. Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include BC Housing as an additional insured;
 - ii. be endorsed to provide BC Housing with 30 days advance written notice of cancellation or material change;
 - ii. include a cross liability clause;
 - iv. be primary; and
 - v. not require the sharing of any loss by any insurer of BC Housing.

8.04 Evidence of Insurance

The Supplier must provide BC Housing with evidence of all required insurance when and as required by BC Housing.

8.05 Additional Insurance

The Supplier must obtain, maintain and pay for any additional insurance, which the Supplier is required by law to carry, is required by BC Housing to carry or which the Supplier considers necessary to cover risks not otherwise covered by insurance specified in this Agreement in the Supplier's sole discretion.

ARTICLE 9 – TERMINATION, EXPIRY, AND DISPUTE RESOLUTION

9.01 Immediate Termination of Contract

BC Housing may immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier breaches any provision in Article 6 (Confidentiality and FIPPA) of the Contract; (c) the Supplier breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between BC Housing and Supplier) of the Contract; (d) the Supplier, prior to or after executing the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to BC Housing; (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract; (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of BC Housing; or (g) the Supplier's acts or omissions constitute a failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 Rectification Notice

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, BC Housing may issue a rectification notice to the Supplier setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to BC Housing. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, BC Housing may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow BC Housing to immediately terminate the Contract.

9.03 Termination on Notice

In addition to the termination rights set out in section 9.01, BC Housing reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Supplier.

9.04 Supplier's Obligations on Termination

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law (a) at the request of BC Housing, provide BC Housing with any completed or partially completed Deliverables; (b) provide BC Housing with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by BC Housing pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by BC Housing to give effect to the termination of the Contract; and (d) comply with any other instructions provided by BC Housing, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

9.05 Supplier's Payment upon Termination

On termination of the Contract, BC Housing shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, BC Housing may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.06 Termination in Addition to Other Rights

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of BC Housing under the Contract, at law or in equity.

9.07 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless BC Housing exercises its option to extend the Contract for the period set out in the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract, excepting the option to renew. The option shall be exercisable by BC Housing giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

9.08 Dispute Resolution Process

In the event of any dispute between the parties arising out of or in connection with this Contract, the following dispute resolution process will apply unless the parties otherwise agree in writing: (a) the parties must initially attempt to resolve the dispute through collaborative negotiation; and (b) if the dispute is not resolved through collaborative negotiation within fifteen (15) Business Days of the dispute arising, the parties must then resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society. Unless the parties agree otherwise in writing, the mediation under this section will be held in Burnaby, British Columbia.

9.09 Security Clearance

Due to the sensitive nature of BC Housing's properties and in accordance with the BC Criminal Records Review Act, the Supplier, their current and new employees, and subcontractors/trades hired by the Supplier during the term of the Contract who will be providing any portion of the Deliverables may be required by BC Housing to clear a Criminal Records Review Act (CRRRA) check through the Ministry of Public Safety and Solicitor General Criminal Records Review Program (CRRP) and provide proof of such by submitting to BC Housing a completed and signed BC Housing Declaration of Criminal Records Review Program Clearance form. The BC Housing Declaration of Criminal Records Review Program Clearance form must be updated and resubmitted to BC Housing in the event any changes occur to employees or subcontractors/trades hired during the term of the Contract.

Where a person does not clear a CRRRA check, the person will not be authorized to conduct work on BC Housing property.

BC Housing reserves the right to request copies of the Criminal Records Review Act letter(s) when required.

All costs to complete and maintain these Criminal Records Review Act checks are to be borne by the Supplier.

The BC Criminal Records Review Act states: "All individuals who work with children or vulnerable adults, or have unsupervised access to children or vulnerable adults in the ordinary course of their employment, or in the practice of an occupation, or during the course of an education program and who are employed by or licensed by, or receive regular ongoing operating funds from the provincial government are covered under the BC Criminal Records Review Act".