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| A picture containing laptop  Description automatically generated | **SERVICES CONTRACT** | |  |
| Vancouver Economic Commission (“VEC”) | | AND: **[Legal name of other party]** (the **“Contractor”**) | |
| having the following address:  1500 – 401 West Georgia Street  Vancouver, British Columbia, Canada  V6B 5A1  Tel Number: [phone number of project manager]  Email: [email address of the project manager]  Name of VEC Project Manager: [Name, title] | | having the following address:  [address of other party]  Tel Number: [phone number]  Email: [email address]  Contact Person: [Name, title] | |

This contract for services is comprised of this cover page, the following parts A, B, C, D and E, the attached Services Contract Terms and Conditions, and any other attachments, schedules, appendices or annexes expressly referred to in the aforementioned parts A, B, C, D and E, and the signature blocks following Part F below. By signing below, VEC and the Contractor hereby agree to be bound by the terms of this contract.

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| PART A - SERVICES: **[NTD: Describe in detail what the services are, where they will be performed, who will be performing them, etc. Whenever necessary, supplement with a Schedule A further describing the services, as well as any delivery/performance schedule, milestones, etc.]**  The Services are further described in Schedule A. **[NTD: Delete if not included]**  **Start date for the Services**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Start Date**”)  The Contractor agrees to complete the Services by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**End Date**”) | |
| **PART B - FEES AND EXPENSES:**  **Fees: [NTD: Insert description of fees and state which taxes will be charged in addition to the fees and/or which taxes are included in the fees.]**  **Expenses: [Tick applicable ONE]**  □ Reimbursable by VEC but only in accordance with this Contract (see the Services Contract Terms and Conditions); or  □ Not reimbursable (included in fees)  **Maximum Amount of Fees and Expenses** (the “**Maximum Amount**”)**:**  **[NTD: Insert description of cap and state which taxes will be charged on top of the cap and/or which taxes are to be included in the cap.]**  The fees and expenses are further described in Schedule B. **[NTD: Delete if no Schedule B and no reference to fees in Schedule B.]** | **Billing Date(s):** See Section 20 of the Services Contract Terms and Conditions  **Definitions:**  “**GST**” means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time.  “**PST**” means the provincial sales tax payable and imposed pursuant to the Provincial Sales Tax Act (British Columbia), as amended or replaced from time to time. |
| **PART C: APPROVED SUBCONTRACTORS**  **[Provide names or write “None”.]** | |
| **PART D: INSURANCE**  Without limiting any of its obligations or liabilities under this Services Contract, the Contractor will obtain and continuously carry and will cause its subcontractors to obtain and continuously carry during the term of the Services Contract at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:   * + 1. Commercial general liability insurance with a limit of not less than $5,000,000 per occurrence, and a deductible of not more than $5,000, protecting the Contractor and the Contractor’s personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Contractor’s personnel. The policy will contain a cross-liability clause in favour of VEC and will name VEC and VEC’s officials, officers, employees and agents as additional insureds;     2. Professional (errors and omissions) liability insurance with limits of not less than $1,000,000 per claim and $1,000,000 in aggregate, and a deductible of not more than $50,000, protecting the Contractor against all claims for loss or damage arising out of any error or omission of the Contractor or the Contractor’s personnel in the performance of the Services;     3. All-risks property insurance covering the Contractor’s property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from VEC or its officials, officers, employees or agents; and     4. Automobile insurance covering all vehicles owned, leased or operated by the Contractor in connection with this Services Contract, including third party legal liability insurance in an amount not less than $5,000,000 per occurrence, or such higher amount as VEC may require from time to time.   All insurance policies required by this Services Contract will be in a form, in amounts and with insurers acceptable to VEC. All polices will provide that the insurer will provide VEC with sixty (60) days’ prior written notice of any material change, lapse or cancellation of the policy. Notice must identify the contract title, number, policy holder, and scope of work.  The Contractor and each of its subcontractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.  Neither the providing of insurance by the Contractor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of the Services Contract with respect to liability of the Contractor or otherwise.  The insurance coverage will be primary insurance as respects VEC. Any insurance or self-insurance maintained by or on behalf of VEC or its officials, officers, employees, or agents will be excess of the Contractor’s insurance and will not contribute with it.  Prior to the Start Date, the Contractor will provide VEC with evidence of all required insurance in the form of a “Certificate of Insurance” (on VEC’s form).  The Certificate of Insurance will identify the contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. The Contractor will provide proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.  The Contractor will provide in its agreements with its subcontractors clauses in the same form as in this Part D. Upon request, the Contractor will deposit with VEC detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.  The Contractor will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia. | |
| **PART E: ADDITIONAL TERMS**  **[NTD: Describe any additional Terms here.]**  **SCHEDULES**  **[NTD: Add or remove schedules as applicable.]**  The following are integral parts of this Services Contract:   * Schedule A – Description of Services * Schedule B – Fees and Expenses   ELECTRONIC EXECUTION  Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party. Pursuant to the *Electronic Transactions Act* (BC), delivery of an email by one party to the other stating their intent to be legally bound by this Agreement will also be effective as signing and transmitting an executed signature page. | |

**The parties hereto have duly executed this Contract as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.**

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| SIGNED AND DELIVERED on behalf of VEC by its authorized signatory(ies):  **Per:**  Authorized Signatory |  | SIGNED AND DELIVERED on behalf of the Contractor by its authorized signatory(ies):  **Per:**  Authorized Signatory |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name and Title |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name and Title |
| **Per:**  Authorized Signatory |  | **Per:**  Authorized Signatory |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name and Title |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name and Title |

**SERVICES CONTRACT TERMS AND CONDITIONS**

**A. CONTRACTOR’S OBLIGATIONS**

1. **Performance of Services.** The Contractor agrees to provide VEC with the services described in PART A (and in any schedule referred to therein), including, without limitation, and to the extent not expressly described in PART A (or in any such schedule), all services necessary or incidental to the completion of the services contemplated and described therein (the “**Services**”), all in accordance with the Services Contract (this “**Contract**”). The Contractor must provide the Services commencing on the Start Date described in PART A and in accordance with the delivery schedule (if any) specified in PART A (or in any schedule referred to therein), regardless of the date of execution or delivery of this Contract. The Contractor must comply with VEC’s instructions in performing the Services, but unless otherwise specified herein, the Contractor shall at all times retain control over the manner in which those instructions are carried out.
2. **Provision of Service Inputs**. Unless otherwise specified herein, the Contractor must supply and pay for all labour, materials, permits and approvals (including from any relevant government authority) necessary or advisable to provide the Services.
3. **Standard of Care and Applicable Laws**. The Contractor must perform the Services to the standard of care, skill, and diligence prescribed herein, or where not prescribed herein, to the standard customarily maintained by persons providing, on a commercial basis, services similar to the Services, and in accordance with all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor and its personnel and the Services.
4. **Warranty.** Without limitation to any additional warranties provided by the Contractor, whether indicated on the face of the this contract or otherwise provided, the Contractor warrants that: (a) all goods, provided by the Contractor in connection with its performance of the Services (“**Goods**”), shall be of merchantable quality and free from defects in workmanship and materials; (b) all Goods shall strictly conform to applicable samples, specifications and drawings; (c) all Goods and Services shall be fit for the purpose intended by VEC; (d) all Goods shall be free and clear of all liens, charges and encumbrances; (e) the Goods and Services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and (g) the Goods and Services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the face of this Contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Goods and Services by VEC. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the Goods and Services furnished by the Contractor, or if the Goods and Services do not conform to the terms and conditions of this Contract, VEC may at its option (a) require the Contractor to promptly replace, redesign or correct the defective and non-conforming Goods and Services at no expense to VEC, or (b) VEC may replace or correct the defective Goods and Services and charge the Contractor with all expenses incurred by VEC. The Contractor agrees to indemnify and save harmless VEC, its officials, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Contractor hereunder.

1. **Contractor Personnel**. The Contractor must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.
2. **Reporting**. The Contractor must, upon VEC’s request, fully report to VEC on all work it does or has done in connection with providing the Services.
3. **Deliverables**. As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, “**Deliverables**”). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to VEC as part of or together with the Services unless VEC pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers All Deliverables will be owned solely by VEC unless otherwise expressly provided herein and VEC will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of VEC, all moral rights in the Deliverables, transfers to VEC, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable. The Contractor will permit VEC to inspect and copy all Deliverables.
4. **Confidentiality.** The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to VEC, which information is the exclusive world-wide property of VEC or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential all Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without VEC’s express prior written consent.
5. **Insurance**. The Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of VEC.
6. **WorkSafeBC**. The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that VEC has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by VEC to the Contractor. VEC will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide VEC with the Contractor's and each subcontractor’s WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to VEC having any obligation to pay monies under this Agreement.

Whenever the Contractor is required or permitted to perform any Services on any VEC sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Services and will fulfil its obligations as Prime Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations thereunder, and the Contractor shall comply with all applicable health and safety laws.

1. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
2. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute**.**
3. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor’s personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of VEC. The Contractor will not represent to anyone that the Contractor has any authority to bind VEC or that the Contractor is an employee or agent of VEC.
4. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of VEC, which consent may be arbitrarily withheld.No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and VEC.
5. **Conflict of Interest**. The Contractor must not provide any services to any person in circumstances which, in VEC’s reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to VEC under this Contract.
6. **Release and Indemnification**
7. Release

The Contractor now releases VEC and VEC’s personnel from all losses including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor’s personnel in connection with their performance of the Services.

1. Acceptance “As Is”

In undertaking the Services, the Contractor acknowledges that it has inspected VEC’s site(s), agrees to accept the site(s) “as-is” and undertakes to take all precautions necessary to ensure the safety of all the Contractor’s personnel.

1. Indemnity

Despite any insurance which may be placed by VEC, the Contractor now agrees to indemnify and save harmless VEC and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an “**Indemnified Party**”) from and against all costs, losses, claims, damages, actions and causes of action (“**Claims**”) that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor’s personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

1. Separate from Other Remedies and Rights

Nothing in this Contract (including this indemnity) will affect or prejudice VEC from exercising any other rights that may be available to it at law or in equity.

1. Survival of Release/Indemnity

This Section 16 will survive the expiry or sooner termination of this Contract.

## B. CHANGES TO SERVICES

1. **Changes.** VEC may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise VEC in writing prior to acting on any such request or instruction, and in any event within five (5) business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as VEC may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.
2. **Changes to Key Personnel**. VEC may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of VEC, which approval will not be unreasonably withheld.

## C. PAYMENT

1. **Payment of Fees and Expenses**. In consideration for the satisfactory performance of the Services, VEC will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor’s expenses are reimbursable in accordance with this Contract, VEC will reimburse the Contractor for all expenses that: (i) are approved by VEC in writing(**in accordance with VEC’s existing policies and procedures for expense reimbursement)** prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of VEC, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to VEC (acting reasonably), provided always that VEC reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a “Maximum Amount” is specified in Part B, then VEC is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are “net 30 days” from the date of receipt of a valid invoice.
2. **Invoicing.** The Contractor will, by the 25th day of each month, provide to VEC’s Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. VEC’s Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager’s discretion), approve the draft invoice. The Contractor, if so requested, will meet with VEC’s Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to VEC, Attention: Accounts Payable, by email to [accounting@vancouvereconomic.com](mailto:accounting@vancouvereconomic.com). Each invoice must contain:

* Contractor name, address and telephone;
* VEC purchase order number;
* Name of VEC’s Project Manager;
* Invoice number and date;
* Details of any applicable taxes; and
* Tax registration number(s).

1. **Builders Lien Act**. If the Services to be performed under this Contract are subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the “**Lien Act**”), VEC will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.
2. **Discharge of Liens and Withholding.** The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Contractor by VEC is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. VEC may withhold from any payment due to the Contractor an amount sufficient to indemnify VEC against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.
3. **Withholding for Non-Residents**. If the Contractor is a non-resident of Canada, VEC may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada *Income Tax Act* (the “ITA*”)*. Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by VEC strictly in accordance with the provisions of the ITA.
4. **Record Keeping.** The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to VEC. VEC or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.
5. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.
6. **Electronic Funds Transfer.** VEC expects to make payments by electronic funds transfer and the Contractor must provide banking information to VEC in order to permit this.

**D.** **GENERAL**

# Time for Performance. Time is of the essence in this Contract.

# Amendments. No modification of this Contract is effective unless it is in writing and signed by all the parties.

# Entire Agreement. This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.

# Conflict. If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.

# Severability. If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.

# Termination. VEC may terminate this Contract:

1. Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
2. For any other reason, on giving at least 10 days’ written notice of termination to the Contractor.

If VEC terminates this Contract under paragraph b. above, VEC must pay the Contract that portion of the fees and expenses described in PART B which equals the portion of the Services that was competed to VEC’s satisfaction before termination. That payment discharges VEC from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, VEC may terminate it and pursue other remedies as well.

# Binding Effect. This Contract shall be binding on the Contractor’s successors and permitted assigns and shall enure to the benefit of any successors and assigns of VEC.

# Voluntary Agreement. The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.

# Further Assurances. The Contractor agrees that upon any reasonable request of VEC, the Contractor will make, do, execute or cause to be made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.

# Headings. The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.

# Counterparts. This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document.

# Additional Terms: The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract. END OF TERMS AND CONDITIONS OF SERVICES CONTRACT

**[Add schedules.]**