

GENERAL CONDITIONS (GC)

1 Status of the Organization

- 1.1 The Organization contracts as an independent contractor. Neither the Organization nor its staff members are engaged as employees, agents or clerks of the Museum. The Organization assumes full responsibility for all payments and deductions required for employment insurance, workers' compensation, income tax or other purposes.

2 Independence of the Museum

- 2.1 The Museum is the agent of His Majesty the King in Right of Canada for all purposes of the Agreement. Nothing in this Agreement, or the absence thereof, shall limit the rights or powers of His Majesty and the Museum under any Act of the Parliament of Canada or otherwise. The rights and powers conferred upon the Museum by the Agreement or otherwise are cumulative and not limitative.

3 Members of the House of Commons

- 3.1 No members of the House of Commons shall be admitted to any share or part of the Agreement or to any benefit to arise there from.

4 Language of Agreement

- 4.1 The Agreement is drawn up in English or French, according to the preference of the parties.

5 Completion of Project Phases and Organization's Performance

- 5.1 The Organization shall not commence any phase of the Project until both parties have signed the written Agreement or the Museum has authorized it in writing to do so.
- 5.2 The Organization shall carry out the phases of the Project promptly and efficiently, in accordance with the terms of the Agreement and recognized industry quality standards.

6 Joint and Several Liability

- 6.1 Liability under this Agreement are joint and several.

7 Force Majeure

- 7.1 In the event of force majeure, the Museum will contact the Organization to set a new schedule or terminate the Agreement, in which case the parties agree that there will be no claim by either party for damages. The Museum will not be liable for any costs incurred by the Organization or any of its subconsultants, subcontractors or agents as a result of the termination of the Agreement. Force majeure means the occurrence of a fortuitous event which is impossible to resist or prevent and which has the effect of rendering either of the parties incapable of executing one or more obligations incumbent upon him under the Agreement.

8 Official Languages

- 8.1 The Museum has an obligation to respect the spirit as well as the letter of the *Official Languages Act*, R.S. 1985, c. 31 (4th Supp.). The Organization must therefore ensure that verbal and written communications are in the official language preferred by visitors to the Project.

9 Compliance with Applicable Laws

- 9.1 To fulfill its obligation under the Agreement, the Organization hereby undertakes to comply with all laws, regulations, ordinances and codes established from time to time by any federal, provincial, municipal or other governmental authority relating to the Project.

10 Confidentiality

- 10.1 With the exception of information disseminated by the Museum which is in the public domain, the Organization acknowledges that the Agreement and all information transmitted to, used by or disclosed to it in connection with the Agreement, including personal information within the meaning

GENERAL CONDITIONS (GC)

of the *Personal Information Protection and Electronic Documents Act* (PIPEDA) and the *Privacy Act* (R.S.C. 1985, c. P-21), are private. The Organization shall treat such information with the highest degree of care required for its protection.

- 10.2 The Organization acknowledges that the Agreement may include confidential and proprietary information, including, without limitation, procedures, business methods, forms, policies, marketing and development plans, advertising programs, creative materials, methods and plans, trade secrets, knowledge, techniques, as well as information which is not generally or publicly known and which has been learned, discovered, developed, conceived, created or prepared by the Museum (“Confidential Information”).
- 10.3 The Organization shall at all times comply strictly with the Agreement so that its acts or omissions do not place the Museum in violation of any applicable law relating to access, collection, use, disclosure, storage, retention or destruction of personal information, including PIPEDA and the *Privacy Act*.
- 10.4 The Organization shall at all times take all necessary measures, including measures that form part of the instructions given by the Museum, to protect confidential information against espionage, sabotage, fire, theft, and any other risk of loss or damage.
- 10.5 The Organization agrees to use such confidential information solely on behalf of the Museum and for the Museum’s purposes and not for its own account or personal use. The Organization shall not disclose to any third party, either during the term of the Agreement or at any time thereafter, any confidential information concerning the operations or affairs of the Museum.

11 Data Protection and Security

- 11.1 The Organization shall ensure that the Project complies with laws and regulations concerning the protection and security of personal information, in particular, the [Privacy Act](#) and the [Personal Information Protection and Electronic Documents Act](#).

12 Application for Release of Funds

- 12.1 The Museum will review the Organization’s deliverables and following a review cycle (with possible revisions), approve the release of funds. In order to obtain funds for each Phase, the Organization will submit an invoice. The invoice must indicate the Agreement number and is to be submitted in writing to the Museum at the following address:

Canadian Museum of History
Accounts Payable
100 Laurier St.
Gatineau, Quebec K1A 0M8
payables@museedelhistoire.ca

- 12.2 The Museum will have thirty (30) days from receipt of the invoice to release the funds.
- 12.3 The Museum may not release any funds until these conditions have been met.

13 Accounting and Safekeeping of Supporting Documents

- 13.1 The Organization shall:
 - a) keep accounts and records of costs incurred in carrying out the Agreement;
 - b) retain, for a period of six (6) years from the end of the calendar year in which the Agreement was terminated or completed, documents substantiating costs (accounts, records of costs and other documents), unless it has obtained the prior written consent of the Museum to dispose of such accounts;
 - c) deliver to the Museum upon request the documents and authorize the Museum to review, verify and make copies and extracts thereof.

14 Disputes

GENERAL CONDITIONS (GC)

- 14.1 All claims by the Organization against the Museum relating to the Agreement shall be in writing and shall be submitted to the Museum within thirty (30) days of the date of the occurrence giving rise to the claim. The Museum will issue its decision in writing within a reasonable time, in accordance with regulations promulgated by the Museum and taking into account such factors as the scope and complexity of the claim and the adequacy of the information and support regarding the claim provided by the Organization. Specific findings of facts are not required but, if made, shall not bind the Museum in any subsequent proceeding.
- 14.2 The Museum's decision on the claim shall be final and conclusive, subject to review by a tribunal of competent jurisdiction. Pending a decision from a tribunal of competent jurisdiction, the Museum has a right to require that, notwithstanding its claim, the Organization diligently pursue the execution of the Agreement and in accordance with the Museum's decision.
- 14.3 The Organization and the Museum may mutually agree to settle the Organization's claim by an alternative dispute-resolution process.

15 Bribery and Conflict of Interest

- 15.1 The Organization represents and warrants that:
- no bribe, gift or other inducement has been paid, given, promised or offered to any person for, or with a view to, entering into the Agreement;
 - it has not employed any person to solicit or secure the execution of the Agreement for a commission, percentage, brokerage or contingent fee; and
 - it has no pecuniary interest in the business of any third party that would affect its objectivity in carrying out the Project.

16 Fraud

- 16.1 In the event of a fraud committed by the Organization's employees, agents or agents, the Organization shall be liable for losses to the Museum due to fraud, including but not limited to, losses of revenues and assets, and all costs to the Museum related to the fraud.
- 16.2 The Organization undertakes to act in good faith and to use the Museum's funds for expenses eligible for the DMC program.

17 Protection Against Claims

- 17.1 The Organization shall at all times indemnify and hold harmless the Museum (including its directors, officers, employees and any other person for whom it is responsible) from and against all claims made against it arising out of the Agreement, whether or not caused by the negligence of the Organization, unless the loss or damage claimed is exclusively attributable to the negligence of the Museum.
- 17.2 This clause shall survive the suspension, termination, nullity or expiration of the Agreement.

18 Termination for Non-performance by the Organization

- 18.1 The Museum may terminate the Agreement immediately if the Organization fails to perform its obligations. The Organization is in violation of the Agreement and remains so by operation of law if:
- It assigns its rights under the Agreement to a third party without the prior written approval of the Museum, or if the Organization has made any representation or warranty that proves to be false or misleading;
 - It fails to comply with any obligation or commitment or is in breach of any obligation or commitment arising from the Agreement.
 - It becomes bankrupt or insolvent, or a receiving order is made against the Organization, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the liquidation of the Organization, or if the Organization takes the protection of any bankruptcy or insolvency law.

GENERAL CONDITIONS (GC)

- 18.2 In such cases, the Museum must give written notice of the nature of the violation or breach reported. If, within thirty (30) days following the date of such notice, the Organization has not rectified the situation to the satisfaction of the Museum, or if it has not given assurances of its intention to comply with the provisions of the Agreement to the satisfaction of the Museum, the latter may, as of right and without prejudice to its right to sue the Organization for damages, terminate the Agreement without further formality or procedure. The Museum may not, without reasonable cause, refuse to accept any rectification of the situation.
- 18.3 The Organization shall have no claim for direct or consequential damages or any other compensation by reason of any action taken or notice given by the Museum under this clause, except as expressly provided in the Agreement.

19 Termination with notice

- 19.1 The Museum may, upon giving a 30-day notice to the Organization, terminate or suspend the Agreement with respect to all or any uncompleted phase of the Project.
- 19.2 If the Organization has at all times complied with the Agreement, the Museum will release funds for the phase(s) of the Project completed to its satisfaction during the period prior to the giving of notice of termination, in accordance with the timetable set out in Annex A. If there is no provision in the Agreement governing expenses incurred by the Organization, the Museum will pay such expenses as it deems appropriate.
- 19.3 In order to be reimbursed, the Organization must demonstrate that it has actually incurred the expenses charged, that they are fair and reasonable and attributable to the termination of all or part of the Agreement.
- 19.4 The Organization shall have no claim to any other form of compensation arising from the Museum's decision to terminate the Agreement.
- 19.5 The Project must show respect for the subject matter being addressed, target audiences, communities and align with the Museum's values and ethics. The Project may not be used for political, ideological, or religious aims, nor for commercial or fundraising purposes. If the Parties cannot find a mutually agreeable solution that brings the Project into line with the program's spirit, the Museum can modify or cancel the Project, following a written 15-day notice

20 Entire Agreement

- 20.1 The Agreement and the attached appendices constitute the entire agreement between the parties. This Agreement supersedes all prior and contemporaneous agreements, negotiations and discussions, both oral and written, relating to the same matter. No warranty, representation or agreement of any kind between the parties with respect to the subject matter of the Agreement shall supersede the written provisions of the Agreement. In the absence of fraud, neither party shall have any recourse with respect to any misrepresentation (whether inadvertent or negligent) based on any statement in the Agreement.

21 Severability

- 21.1 If any provision of the Agreement is declared null, void, illegal, invalid, ineffective or unenforceable, it shall be struck out and deemed no longer to form part of the Agreement. The Agreement shall otherwise remain valid.

22 Amendments

- 22.1 To be valid, changes and Amendments to the Agreement must be in writing and signed by both parties.
- 22.2 The failure of the Museum to exercise or enforce any right conferred upon it by the Agreement shall not be deemed a waiver of such right nor prevent the exercise or protection of such right at any time thereafter, unless such waiver is confirmed by a specific writing from the Museum.

GENERAL CONDITIONS (GC)

23 Governing Law

- 23.1 Unless otherwise specified, the Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec.

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