



George Brown College

MASTER AGREEMENT FOR

TITLE

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AGREEMENT FOR PUBLIC SAFETY AND SECURITY SERVICES

THIS AGREEMENT made this ___ day ___ of 20__

BETWEEN:

**George Brown College
200 King Street East
Toronto, Ontario
M5A 3W8**

(hereinafter referred to as "GBC")

AND

(hereinafter referred to as the "Provider")

WHEREAS:

1. On or about **DATE**, in response to an RFP (as defined below), Provider submitted to GBC the Proposal (as defined below) for the provision of services to address GBC's need for _____ Services.
2. Provider is engaged in the business of providing the Deliverables, as herein defined, and represents that it has the skill, knowledge and resources to provide the Deliverables to the satisfaction of GBC; and
3. Provider has been selected, subject to the finalization and execution of this Agreement, to supply the required Deliverables to GBC.

NOW THEREFORE in consideration of the respective covenants and agreements contained in this Agreement, and other good and valuable consideration, the parties to this Agreement agree as follows:

SECTION 1 DEFINITIONS

In this Agreement, the following words and phrases have the meaning set out below:

"Agreement" means this Agreement for _____ Services made hereunder, as amended from time to time.

"Business Day" means Monday to Friday inclusive, other than a day that is observed as a statutory holiday in the Province of Ontario.

“Business Hours” means between 8 a.m. and 5 p.m. (local time in Toronto, Ontario) on a Business Day.

“Change Order” has the meaning ascribed to it in section 4.3.

“Change Request Form” means a change request form the format of which has been agreed to in writing by GBC and Provider.

“Deliverables” means all of the Services which are required to be provided by Provider to GBC hereunder. **“Deliverable”** means any such Service.

“Effective Date” means the date of this Master Agreement set out at the start of this Master Agreement.

“FIPPA” means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31 as amended from time to time.

“Laws and Regulations” means any and all applicable federal, provincial, or municipal laws, by-laws, codes, orders, ordinances, rules, regulations or statutes and all applicable judicial or administrative judgements and orders and rules of common law that are in existence on the Effective Date of this Agreement or come into existence during the Term of this Agreement, all as amended, re-enacted, consolidated or replaced, from time to time.

“Master Agreement” means this Agreement as amended from time to time.

“Maximum Amount” has the meaning ascribed to it in section 5.1.

“Notice” means any notice, request, demand, consent, approval, authorization, correspondence, report, or other communication required pursuant to or permitted under this Agreement given in accordance with section 12.

“Person”, if the context allows, includes any individual, person, estate, trust, firm, partnership or corporation, government or any agency or ministry of any government, and includes any successor to any of the foregoing.

“Project” means a work assignment.

“Report” means any report that Provider is required to provide to GBC under this Agreement,.

“Representatives” means, in the case of GBC, Provider or any other Person, any directors, officers, employees, agents, consultants or subcontractors, as well as the subcontractor’s directors, officers, employees, agents, consultants or subcontractors.

“Request for Proposal” or “RFP” means Request for Proposal _____ issued by the college on **DATE**, including all Addenda of any kind.

“Services” means the services that are required to be provided by Provider to GBC as amended from time to time.

“Term” has the meaning set forth in section 3.1(a).

SECTION 2 PROVISION OF DELIVERABLES

2.1 Deliverables

- (a) *Services.* Provider agrees to provide to GBC the Services described in the RFP as amended from time to time, or elsewhere in this Agreement in accordance with the terms and conditions set forth in this Agreement.
- (b) *Subcontracting.* Provider may not subcontract the performance of all or part of any Services without the prior written consent of GBC.
- (c) *Review.* GBC shall, in connection with a request to consent to any subcontracting of work hereunder, be entitled to review the terms and conditions of any subcontracting agreement between Provider and its proposed subcontractor(s) to verify compliance with the terms and conditions of this Agreement, save and except for any financial terms set out therein, which may be redacted from the version provided to GBC for review.

2.2 Responsibility

- (a) *Responsibility.* Provider has overall responsibility for the provision of the Deliverables to GBC, and Provider is responsible and liable to GBC for Provider's own acts and omissions, and those of its Representatives, including its subcontractors, in the same manner as if such acts or omissions were those of Provider. Without limiting the foregoing provisions of this section 2.2(a), any provisions of this Agreement imposing any liability or obligation on Provider to GBC, or any obligation on Provider to indemnify GBC, shall be interpreted to apply to any acts or omissions of any Representatives of Provider, including any of the subcontractors, in addition to applying to acts or omissions of Provider. Provider shall be solely responsible for all payments to all of its Representatives including but not limited to its subcontractors.

2.3 Personnel

- (a) *Personnel.* Provider shall ensure that Provider's Representatives who provide any Services are qualified to do so.
- (b) *Screening.* GBC requires all or any of Provider's Representatives who may be providing Services or are involved in the management of such Representatives to undergo security screening, which shall be carried out in such manner and frequency as may be determined by GBC in its discretion.
- (c) *Review.* GBC shall, upon request, be entitled to review and approve the qualifications of any Representatives that Provider proposes to assign to perform any Service.
- (d) *Named Representatives.* If an individual who is a Representative of Provider is listed in this Agreement as performing an identifiable role or task, Provider may not replace such individual without the prior written consent of GBC which will not be unreasonably withheld.

- (e) *Replacement of Representatives.* Subject to section 2.1(c) above, if an individual who is a Representative of Provider is providing Services to GBC pursuant to this Agreement but is not specifically identified in this Agreement as performing an identifiable role or task, Provider may replace that individual should he or she become unavailable for any reason.
- (f) *Dissatisfaction.* If GBC acting reasonably is at any time dissatisfied with the performance of any Representative of Provider assigned to fulfil Provider's obligations under this Agreement, GBC may notify Provider, providing Provider with the reasons for GBC's dissatisfaction. Upon receipt of such Notice, Provider shall take all necessary steps to remedy any such problems as promptly as possible, but if the problem persists or if so requested by GBC, Provider shall promptly replace any such Representative.
- (g) *Replacement.* Any replacement of a Representative required or permitted under paragraphs (d), (e) or (f) of this section 2.3. shall be completed promptly by Provider, and unless otherwise agreed by GBC in writing, any replacement proposed by Provider must possess equivalent or greater qualifications and experience to perform the role and tasks assigned to the individual being replaced, and such individual must be provided at no incremental cost to GBC.

2.4 Service Level Metrics

- (a) In delivering Services, Provider shall provide such Services so as to meet or exceed all applicable Service Level Metrics.
- (b) Provider acknowledges that the Service Level Metrics represent the minimum acceptable standards for the Services provided pursuant to which would entitle Provider to receive full payment under the Agreement. The failure to comply with these standards constitutes a less than full delivery of Services and may result in less than full payment for Services or lead to GBC's right to terminate the Agreement.
- (c) Once Provider becomes aware of any failure to meet any Service Level Metrics, Provider shall apply its best efforts to rectify any deficiency which caused or contributed to that failure.

2.5 Reporting and Monitoring

- (a) Provider shall be responsible for reporting its performance with respect to all Service Level Metrics, and such reports will include reasonable evidence to support each claim that a Service Level Metric has been met. Provider will provide such reports to GBC, unless otherwise specified. All reports related to Provider's compliance with Service Level Metrics will be provided to GBC at no charge.
- (b) Provider is solely responsible for monitoring the Service Level Metrics, including but not limited to detection of every failure to meet a Service Level Metric.

2.6 Suspension

- (a) *Timing.* GBC at any time in its sole discretion, without liability, cost or penalty, may suspend, in whole or in part, the provision of the Deliverables by written Notice to Provider.
- (b) *Timing.* Upon receiving any Notice of suspension, the Provider shall immediately suspend all operations related to the Deliverables identified in that Notice except those which in GBC's opinion are necessary to preserve, care for and protect the Deliverables.
- (c) *Compensation.* Provider will be entitled to be compensated only for such Deliverables as were provided prior to the issuance of the Notice of suspension or that GBC requests Provider to provide during the suspension in accordance with this Agreement.

SECTION 3 TERM AND TERMINATION

3.1 Term

- (a) *Term.* The term of this Agreement will be for the period commencing on **DATE** at 0700 hours and, unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement, continuing until **DATE** at 0659 hours (the "Term").
- (b) *Renewal.* GBC in its sole discretion may extend this Agreement beyond the period specified in section 3.1(a) above for an additional period of up to four (4) one year extensions by giving written Notice of such extension to Provider at least thirty (30) days prior to the expiration date set out in section 3.1(a), in which case such period of extension will be deemed to be part of the Term.

3.2 Termination

- (a) *For Breach.* GBC may terminate this Agreement without liability, cost or penalty, and without prejudice to any other rights or remedies under this Agreement or at law or in equity, upon Notice provided by GBC to Provider, if Provider:
 - (i) fails to cure a breach of its obligations under this Agreement, or does not cease any conduct in violation of this Agreement, within fifteen (15) days following written Notice of such breach or violation from GBC;
 - (ii) ceases to carry on business in the normal course, becomes or is declared insolvent or bankrupt, is subject to any proceeding relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes a general assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations; or
 - (iii) attempts to execute a bulk sale of its property, except with the prior consent of GBC, which consent shall not be unreasonably withheld.

- (b) *For Convenience.* GBC may in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies under this Agreement or at law or in equity, terminate this Agreement at any time upon giving at least sixty (60) days written Notice to Provider.

3.3 Upon Expiration or Termination

- (a) *Rights of Recovery.* Upon the occurrence of any of the events set forth in section 3.2(b) above, GBC shall be entitled, whether or not GBC exercises any right of termination set forth in section 3.2(b) above, to recover from Provider any damages, costs, or expenses incurred by GBC as a result of any such event and may set them off against any amount payable to Provider by GBC.
- (b) *Provider's Obligations.* Upon the expiration or termination of this Agreement for any reason, Provider shall:
 - (i) disclose to GBC the current state of each Project affected by the expiration or termination including the Deliverables which have been performed, procured or produced by Provider as at the effective date of expiration or termination; and
 - (ii) for each Report that Provider is required to provide to GBC pursuant to the expiration or termination of this Agreement, prepare a final version completed to the effective date of termination or expiration and deliver the said Reports in a professional and proper manner acceptable to GBC within ten (10) days from the effective date of termination or expiration; and
 - (iii) deliver up to GBC all Confidential Information of GBC in the possession or control of Provider .
- (c) *GBC's Obligations.* Subject to the provisions of section 8, upon the expiration or termination of this Agreement for any reason, GBC shall be responsible only for:
 - (i) the payment for any:
 - (1) Services performed by Provider under this Agreement, as applicable, and in compliance with this Agreement up to and including the effective date of termination; and
 - (ii) all expenditures reasonably incurred in connection with preparing and providing the Reports that Provider is required to provide pursuant to section 3.3(b)(ii) of this Agreement.

3.4 Survival

The provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement shall survive and remain in effect until all obligations are satisfied including but not limited to sections 1, 2.2, 3.1, 5.3, 5.4, 6.4, 7, 8, 9.2, 10, 11, 12 and 13.

SECTION 4 ADMINISTRATION

4.1 Reports

Provider shall deliver to GBC such Reports as are reasonably requested by GBC or as are specifically set forth in this Agreement at the intervals set out in this Agreement or from time to time upon the request of GBC and in a format acceptable to GBC acting reasonably.

4.2 Consultation Meetings

- (a) *Timing.* When requested by GBC from time to time, Provider's Designated Representative shall meet with GBC's Designated Representative at a mutually agreeable time to discuss any outstanding issues or concerns relating to any Deliverables.
- (b) *Meetings.* The meetings described in section 4.2(a) may take place in person at a mutually agreeable location or by telephone or other method of telecommunication.

4.3 Change Orders

- (a) *Initiated by GBC.* Proposed changes to the Deliverables may be initiated by GBC by giving written Notice of the requested change to Provider using the Change Request Form. Once a change is initiated by GBC, Provider will add a description of the following to the applicable Change Request Form: (i) the proposed changes to the Deliverables; (ii) any associated changes to the fees or estimated fees, and any changes to the dates; and (iii) any additional terms and conditions applicable to GBC's use of the Deliverables as a result of any changes to them.
- (b) *Initiated by Provider.* Provider may initiate a change to the Deliverables by giving GBC written Notice of the requested change by using a Change Request Form that includes a description of: (i) the proposed changes to the Deliverables; (ii) any associated changes to the fees or estimated fees, and any changes to the dates; and (iii) any other additional terms and conditions applicable to GBC's use of the Deliverables as a result of changes to them.
- (c) *Change Orders.* Once any Change Request Form is signed by both parties, it becomes a "Change Order". The changes set out in any Change Order will constitute amendments to this Agreement insofar as they apply to the Deliverables. If any Change Order is not signed by both parties within fifteen (15) days of its submission by Provider to GBC, it is deemed to be withdrawn.

4.4 Records

- (a) *Business Records.* Provider shall maintain complete, true and correct records relating to Provider's provision of any Deliverables to GBC, including any time and materials for which payment is to be made to Provider under this Agreement (the "Business Records"). Provider will retain these records for seven (7) years following the expiry or termination of the Term.

- (b) *Audit.* During the Term and for seven (7) years following the expiry or termination of this Agreement, GBC, GBC's auditors, or any auditor designated by GBC shall be entitled, upon at least twenty-four (24) hours prior Notice to Provider, to review or audit all the Business Records. When requested by GBC, Provider shall provide GBC and any auditor referred to in this paragraph with access to and copies of the Business Records as well as any further information that may be required with reference to the Business Records. GBC and the auditors referred to in this paragraph shall have the right to remove all such documents for the purpose of making copies and shall promptly return them to the place from which they were removed.

SECTION 5 FINANCIAL AGREEMENT

5.1 Operating Fee

- (a) *Payment.* The operating fees for the Services (the "Fees") provided are as follows:
- (i) *Fixed Price or Percentage.* If the Services are to be provided for a fixed price or percentage, the provider will pay the fixed price or percentage. The monthly fixed price is _____ or the percentage is _____

5.2 Taxes

All operating fees are exclusive of all taxes now in force or enacted in the future and imposed on the provision of services. The provider will be responsible for all such taxes, except for taxes based on the Operating Fee.

SECTION 6 CONFIDENTIALITY, PRIVACY, SECURITY AND ACCESS TO INFORMATION (FOI)

6.1 General

The Provider agrees to be bound by the terms and conditions regarding confidentiality.

6.2 Personal Information.

- (a) Provider will comply with any Laws and Regulations pertaining to the protection of Personal Information to which Provider is subject.
- (b) Provider will provide GBC with reports and information, cooperation and assistance, as requested by GBC from time to time, in order to enable GBC to comply with any and all requirements to which GBC is subject under any Laws and Regulations pertaining to the protection of Personal Information.

6.3 Privacy and Security

To the extent applicable, Provider shall observe, and cause its Representatives to observe, all rules, procedures and policies adopted by GBC from time to time relating to confidentiality, privacy or security, including but not limited to those identified and any amendments from time to time. Such

rules, procedures or policies shall be communicated or otherwise made available to Provider in such manner as may be determined by GBC. Provider shall be responsible for communicating such rules, procedures or policies and any amendments thereto to its Representatives and for causing its Representatives to comply therewith. GBC reserves the right to prohibit any of Provider's Representatives who do not comply with such rules, procedures and policies from obtaining any physical or electronic access to GBC's premises, systems or Confidential Information.

Proponent shall ensure that its Representatives who provide Services to GBC have received adequate education and training with respect to the protection of Confidential Information and Personal Information.

6.4 Freedom of Information and Protection of Privacy Act

- (a) *Scope.* All information that is in the custody or control of GBC is subject to the access provisions of FIPPA.
- (b) *FOI Requests.* GBC cannot guarantee that the confidentiality of any information that is in the custody or control of GBC will be preserved if a request for access to it is made under FIPPA. To the extent permitted under FIPPA, GBC will inform Provider of any request made of GBC under FIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by Provider to GBC so that Provider will have an opportunity to make representations to GBC with respect to their disclosure.
- (c) *Assistance.* If a request is made to GBC under FIPPA (or such other applicable legislation) for access to records relating to this Agreement, GBC shall inform Provider in writing of such request and where GBC asks for assistance, Provider will assist GBC with its response to that request.

6.5 Extraterritorial Measures

- (a) *Containment.* Provider will ensure that any GBC Confidential Information which is provided to Provider or to which Provider obtains access remains in the Province of Ontario unless its removal is expressly permitted in writing by GBC;
- (b) *Representation.* Provider hereby represents and warrants to and covenants with GBC as follows, which representations, warranties and covenants shall continue during the Term, that except as disclosed in the Proposal or expressly acknowledged:
 - (i) Provider does not operate directly or through affiliates in any country other than Canada;
 - (ii) None of Provider's Representatives operate directly or through affiliates in any country other than Canada; and
 - (iii) all of the Services will be provided by Representatives of Provider who are located in Canada.

6.6 Independent Verification

Upon the request of GBC, Provider will provide cogent evidence gathered by an independent third party which demonstrates to the reasonable satisfaction of GBC that Provider is meeting its obligations under section 6 and providing the Services in a manner that suitably protects the security of GBC Confidential Information and Personal Information for which GBC is responsible. If GBC acting reasonably is not satisfied with that evidence, GBC, its auditors, or any auditor designated by GBC shall be entitled, upon at least twenty-four (24) hours prior Notice to Provider, to review or audit Provider's security practices. Provider shall assist GBC and any auditor referred to in this paragraph with the conduct of any such review or audit.

SECTION 7 CONFLICT OF INTEREST

7.1 No Conflict of Interest

Provider warrants and covenants with GBC that Provider (including Provider's Representatives) has not engaged and shall not engage in any activity, where such activity creates a conflict of interest (actually or potentially in the sole opinion of GBC) with the provision of Deliverables pursuant to this Agreement. Provider shall promptly advise GBC of any situation which creates an actual or potential conflict of interest and shall abide by GBC's determination with respect to such matter.

7.2 Termination for Breach

A breach of this Article by the Provider shall entitle GBC to terminate this Agreement, in addition to any other remedies that GBC has in this Agreement, in law or in equity.

7.3 Provider's Representatives

The Provider shall take all necessary steps to ensure that the Provider's Representatives do not violate section 9.1, and shall be responsible for any such violation without limiting the foregoing, the Provider shall bring the prohibitions under section 9.1 to the attention of the Provider's Representatives.

7.4 Upon Termination

During the Term and after the termination or expiry of this Agreement, Provider shall not directly or indirectly use for personal or any other type of gain, any information obtained through the performance of Provider's obligations under this Agreement.

SECTION 8 REPRESENTATIONS, COVENANTS AND WARRANTIES

8.1 Authority

Provider hereby represents and warrants to and covenants with GBC as follows, which representations, warranties and covenants shall continue during the Term:

- (a) *Authority.* Provider has full rights and authority to execute, deliver and perform its obligations under this Agreement.
- (b) *Rights.* Provider holds all licenses, intellectual property rights and authorities necessary to perform its obligations under this Agreement.
- (c) *Compliance.* Provider shall comply with all applicable Laws and Regulations in respect of the performance of this Agreement.

8.2 Services

Provider hereby represents and warrants to and covenants with GBC as follows, which representations, warranties and covenants shall continue during the Term:

- (a) *Manner.* The Services will be performed in a competent, professional, workman-like manner, with due care and diligence, using personnel who have the proper skills, training and background; and
- (b) *Specifications.* The Services will be performed in a manner that complies with all requirements and specifications that are set out in the Agreement.

If any Service fails to conform to this warranty, Provider will immediately re-perform the Services at no additional cost to GBC. If Provider is unable to re-perform the applicable Services in accordance with the applicable warranty, then Provider shall refund any fees paid by GBC for the applicable Services. The foregoing shall not limit the rights and remedies available to GBC in respect of any failure by Provider to perform the Services in accordance with the warranty set forth in this section 11.2.

INDEMNITIES

8.3 General

Provider agrees to indemnify and hold GBC and its Representatives harmless from all charges, losses, damages and expenses (including reasonable legal fees and disbursements) incurred in connection with any claims, demands, suits or actions incurred by any of them as a result of the acts or omissions of Provider or its Representatives related to this Agreement or any Deliverable. Without limiting the foregoing, upon any claim of infringement being made, Provider shall promptly, at the request of GBC, procure such rights or modify or replace any Deliverables as may be necessary to remedy such claim of infringement without disruption or additional cost.

**SECTION 9
LIMITATION OF LIABILITY**

9.1 Limitation of Liability

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES AS A RESULT OF ANY BREACH OF THE AGREEMENT, OR WITH RESPECT TO ANY MATTER ARISING UNDER OR RELATING TO THE AGREEMENT, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

9.2 Exceptions

THE LIMITATIONS OF LIABILITY SET OUT IN SECTION 9.1 ABOVE DO NOT APPLY TO:

- (a) ANY CLAIM ARISING FROM FRAUD, WILFUL MISCONDUCT OR NEGLIGENCE; OR
- (b) ANY CLAIM ARISING FROM ANY BREACH BY PROVIDER OR ITS REPRESENTATIVES OF THE CONFIDENTIALITY, PRIVACY OR SECURITY PROVISIONS SET OUT IN THE AGREEMENT OR OF ANY RULES, PROCEDURES OR POLICIES HEREUNDER RELATING TO CONFIDENTIALITY, PRIVACY OR SECURITY TO WHICH PROVIDER AND ITS REPRESENTATIVES ARE REQUIRED TO COMPLY HEREUNDER; OR
- (c) ANY CLAIM FOR WHICH PROVIDER IS REQUIRED TO INDEMNIFY GBC.

**SECTION 10
INSURANCE**

Provider shall maintain, at Provider's cost and expense, insurance coverage and in any event against such risks and in such amounts that could reasonably be expected by persons acting prudently and engaged in similar activities as Provider. Provider shall provide evidence of such insurance to GBC, promptly on demand. Provider acknowledges that any insurance coverage referred to in this section shall not be construed to limit or qualify in any manner the liabilities and obligations imposed on Provider as set out in this Agreement. This provision will survive the expiration or termination of this Agreement for a period of two (2) years.

**SECTION 11
DISPUTE RESOLUTION**

11.1 General

The Parties agree to use the dispute resolution procedures to resolve any disputes which may arise out of or in connection with this Agreement or which are otherwise related to this Agreement.

11.2 Exceptions

Notwithstanding section 11.1 above, each of the parties shall be entitled to seek an injunction or other equitable relief in order to prevent any violation of any legal obligation of the other party with respect to any Confidential Information or Personal Information required to be protected hereunder.

SECTION 12 NOTICE

Any Notice given pursuant to this Agreement shall be in writing and addressed to the other party at the address listed above. Any such Notice shall be deemed to have been received either when delivered personally to the party for whom intended, or one (1) Business Day following deposit with a globally recognized overnight delivery service, all delivery charges pre-paid, or the Business Day following transmission if sent by facsimile, with originals by mail, and receipt confirmed by the facsimile machine used. Either party may designate a different address by Notice to the other given in accordance herewith.

SECTION 13 OTHER

13.1 Entire Agreement

- (a) *Entire Agreement.* This Agreement including the tender, RFP 2013-037P and Addenda and the Paladin Security submission dated February 22, 2013 and all post tender documents including the letters of April 23, 2013, April 24, 2013 and the document titled Explanation of Pricing Submissions and Overhead constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter
- (b) *Amendment.* Except as expressly set out in this Agreement, this Agreement may be changed only by a written document signed by authorized representatives of GBC and Provider.
- (c) *Severability.* Should any provision of this Agreement be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.
- (d) *Waiver.* No waiver of any part of this Agreement will be deemed to be a waiver of any other provision in this Agreement. No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.

13.2 Assignment

- (a) *Assignment by Provider.* Provider may not assign its rights or delegate its duties under this Agreement, either in whole or in part, without the prior written consent of GBC. Should GBC consent to any such assignment, such consent may be subject to such terms and conditions as GBC may require.
- (b) *Relief.* No assignment shall relieve Provider from its obligations under this Agreement or impose any liability upon GBC to any assignee.

13.3 Independent Contractors

The relationship between the parties is that of independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither GBC nor Provider will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

13.4 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to the conflict of laws provisions. Subject to the provisions of section 11.1, the parties agree to attorn to the jurisdiction of the courts of the Province of Ontario for the conduct of any legal proceedings under, or related to, this Agreement.

13.5 Interpretation

- (a) *Headings.* The headings used in this Agreement are for convenience of reference only, and are not intended to be full or accurate descriptions of the content of the paragraphs.
- (b) *Drafting.* No provision of this Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision.
- (c) *English.* This Agreement has been drawn up in English at the request of the parties.
- (d) *Remedies.* All remedies are cumulative.
- (e) *Agreement Binding.* This Agreement is for the benefit of, and binding upon the parties, their successors and permitted assigns.

13.6 Performance

Provider agrees to promptly perform, make, execute, deliver, or cause to be performed, made, executed, or delivered all such further acts and documents as GBC may reasonably require for the purpose of giving effect to this Agreement.

13.7 Exclusivity

This Agreement shall in no way limit the right of GBC to contract with any other Person to acquire any services that are identical or similar to the Deliverables to be provided by Provider under this Agreement.

13.8 Publicity

Provider shall not issue any public notice or press release, or otherwise make use of its association with GBC or this Agreement, without the prior written consent of GBC.

13.9 Force Majeure

Except as expressly provided otherwise in this Agreement, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, terrorism, or dispute, or governmental act, provided that the party affected by such failure or delay gives the other party prompt Notice of such cause, and uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement:

George Brown College

Paladin Security

Signature:

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