

Essential Contract Clauses for Service Contract

Verification of these following elements in the services contract:

1. Header

- 1.1. Address of service provider
- 1.2. Legislative designation of University, well written, according to the contract template.

2. Services

- 2.1. Description of work and deliverables of the service provider and if it's relevant, the University's task
- 2.2. Names and address of each representative part
- 2.3. Service provider should obtain licenses, certifications, register necessary to perform the service and produce the deliverable in the contract

3. Period of work

- 3.1. Start date and end date for the contract
- 3.2. Each deadline for the different phase (step) of the contract

4. Price and method of payment*

- 4.1. The rate proposed by the service provider and the total cost (approximate or not)
- 4.2. Canadian dollars.
- 4.3. Name and address of the payroll agent if it's a monthly invoice planed

5. Termination of the contract *

- 5.1. Written time notice

6. Assignment

- 6.1. The Service Provider must consent for all right or obligation to the contract

7. Confidentiality*

- 7.1. All information disclosed by the University is confidential.
- 7.2. The Service provider shall not disclose the Confidential Information
- 7.3. The University is subjected to the *Freedom on Information and Protection of Privacy Act* (Ontario).
- 7.4. The provider's employees or agents are bound under the terms and conditions of Confidential Information.
- 7.5. Destroy or return the Confidential Information at the end of the contract.

***Mandatory clauses according to the Broader Public Sector Procurement Directive**

8. Intellectual property

- 8.1. Establishing the intellectual property.

9. Status of the service provider

- 9.1. Disclaimer for the safety, security, or well-being of the Service provider in the Service provider performance of the Services.
- 9.2. The Service provider had a private insurance or workers' compensation for compensation for injuries.

10. Dispute resolution*

- 10.1. Resolution method: negotiation, mediation, arbitration

11. Governing law*

- 11.1. Laws of the Province of Ontario and the laws of Canada applicable.

12. Amendment

- 12.1. Any change to the Agreement shall be by written amendment signed by the parties.

13. Language

- 13.1. The work must be executed in both official languages (English & French).
- 13.2. The parties herein agreed that this Agreement, the contract documents and all other documents and written communications relating there to be drafted in the language of their choice.

14. Force majeure*

- 14.1. Neither party shall be liable for damages caused by an event beyond its reasonable control.

15. Strike

- 15.1. The University will take no responsibility for the stagnation of business which may occur in the event of a total, partial or unlimited strike.

16. Signature

- 16.1. Authorized Signature from the company
- 16.2. Petitioner Signature
- 16.3. Contract Officer Signature
- 16.4. Contract Manager Signature

***Mandatory clauses according to the Broader Public Sector Procurement Directive**