

# General terms and conditions for services

---

Last updated: December 17, 2024

## **1. Definitions**

*“Buyer”* means Nutrition International.

*“Contractor”* means the provider of the services specified in the Order, under the heading Description of Work (“Services”).

*“Order”* means the order for the services described in this document.

## **2. Acceptance**

Contractor shall promptly acknowledge the Order. Acceptance of this Order, delivery of services, or any part thereof, constitutes an acceptance of the Order and its terms and conditions. Accordingly, Contractor shall provide the Services within the timelines set out in the Order. Time is of the essence.

## **3. Warranty**

Contractor warrants that he/she/it possesses the necessary skills and qualifications required to perform the Services.

## **4. Entire Agreement**

The Order, including these terms and conditions and together with any attachments, schedules or other documents specifically referenced in the Order, forms the entire agreement between Contractor and Buyer and no variation thereof, irrespective of the wording or terms of Contractor’s acceptance, will be effective unless specifically agreed to in writing by Buyer. No local, general or trade customs shall be deemed to vary the terms thereof.

## **5. Invoices**

The Order reference must appear on all invoices. Invoices must be mailed to Nutrition International, Accounts Payable, 180 Elgin Street, Suite 1000 Ottawa, Ontario K2P 2K3, unless otherwise stated in the Order.

## **6. Price and Payment**

Unless otherwise specified in the Order, payment terms will be Net 30 and amounts paid under the Order shall be in the currency of the service order. Buyer shall have no obligation to pay any amount prior to Buyer’s receipt of a correct and proper invoice.

Unless otherwise provided in the Order, the prices shown are final and inclusive of all travel, duties, overhead or other charges.

## **7. Confidentiality of Information**

Contractor agrees that its employees, sub-contractors, successors and assigns will not, without authority, use or disclose, or assist the use or disclosure of any confidential information, trade secrets, data or material belonging to Buyer, or assist the use or disclosure of any confidential information, trade secrets, data or material belonging to Buyer, or to its collaborators. Contractor furthermore agrees that it will at all times use all reasonable precautions (and in any



event, efforts that are no less than those used to protect its own confidential information) to protect confidential information from disclosure, unauthorized use, dissemination or publication, except as expressly authorized by this contract. Should Contractor have any questions at any time as to whether the above-mentioned information is confidential, they will consult with Buyer.

Contractor agrees to indemnify Buyer for all damages, costs, and expenses (including court costs and reasonable legal fees) incurred by Buyer as a result of Contractor's failure to comply with its obligations under this section and further agrees to defend and participate in the defense of any claim or suit alleging that Buyer has a liability with regard to any unauthorized disclosure, provision or making available of any such confidential information.

Contractor shall, on request, promptly return to Buyer the original and all copies of any written confidential information and objects provided by Buyer and still in Contractor's possession.

This section shall survive the termination of this agreement.

### **8. Ownership, assignment and waiver of moral rights**

In consideration of the fees paid, Contractor, his or her employees, sub-contractors, successors and assignees expressly agree that title and all rights to use the products developed as a result of this agreement transfer to Buyer upon acceptance and payment of the fees agreed to herein.

Buyer reserves the exclusive right of ownership and usage of all deliverables to be provided under this Order.

In consideration of the fees paid, Contractor, its employees, sub-contractors, successors and assignees expressly agree to assign to Buyer any copyright arising from the works (including writings, documents, or reports) they produce while executing this Order.

Similarly, they hereby agree to waive in favour of Buyer any moral rights they may have in such works.

### **9. Intellectual Property Indemnity**

Contractor shall indemnify, defend and hold Buyer harmless against all claims, liabilities, losses, damages, costs and expenses (including legal fees) resulting from or arising in connection with any actual or claimed infringement of any patent, copyright, mask work, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party, with respect to the Services provided under the Order.

This clause shall survive the termination of this agreement.

### **10. Conflict of Interest**

Buyer's policy requires avoidance of real or apparent conflict of interest. No employee, officer or agent of Buyer shall knowingly participate in the selection, award or administration of a contract with Contractor if Buyer or any member of Buyer's immediate family has a material financial interest in Contractor, or is negotiating, or has any arrangement concerning prospective employment with Contractor.

No officer, employee or agent of Buyer shall either solicit or accept gratuities, favours or anything of monetary value from Contractor, including any contingent fee.

If Contractor has reason to believe any officer, employee or agent of Buyer has violated any provision of this paragraph, Contractor immediately shall notify Buyer of the suspected violation by sending notice to Buyer, c/o the Senior Manager, Procurement & Contracting.



### **11. Assignment**

Contractor shall not assign, transfer or subcontract any part of the Order without the prior written consent of Buyer, and any assignment in violation of this provision shall be null and void.

### **12. Waiver or Breach of Contract**

The waiver of a breach of a term or condition of the Order is not binding upon either party, unless the waiver is in writing and signed by the Buyer, or by Contractor and that waiver does not affect the rights of either party with respect to any other breach.

Any amendment to this Order shall be in writing and signed by Buyer and Contractor.

### **13. Suspension or Termination**

Buyer may at any time by notice in writing suspend the work of Contractor or any part thereof. This Order may be terminated in its entirety or in part by Buyer upon written notice. On such termination or suspension, Contractor shall have no claim against Buyer for any payment except payment for Services performed up to the date of such suspension or termination.

### **14. Insurance**

Upon request of Buyer, Seller shall provide Buyer with an insurer's certificate of insurance in accordance with the insurance coverage requirements outlined in this agreement.

### **15. Damages**

Without limiting Buyer's rights and remedies at law or in equity, Buyer reserves the right to charge Contractor for any loss, expense (including reasonably attorneys' fees) or damage sustained as a result of Contractor's failure to deliver conforming Services or other breach of the Order, including without limitation, expenses incurred in connection with Buyer's purchase of substitute services, incidental damages and consequential damages resulting from Contractor's failure or breach.

### **16. Force Majeure**

Any delay in or failure by either party in performance hereunder shall be excused if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control (an event of force majeure). Such performance shall be so excused for the period during which such inability of the party to perform is so caused by for no longer period and shall be remedied as far as possible with all reasonable dispatch. Any time period for performance shall be extended by a period equal in duration to any period during which such performance is excused by this Condition.

If any of the events detailed above prevents either party from performing all of its obligations under the Order for a period in excess of 45 days, the party affected by such non-performance may terminate the Order.



### **17. Audit Rights**

Contractor shall keep proper accounts and records of costs and expenditure in connection with this Order, including paid invoices and time sheets, if applicable, and shall make them available to Buyer, on request, for audit and inspection at any time. This clause shall survive the termination of this agreement.

### **18. Compliance with Laws**

Contractor shall comply with all applicable laws and regulations.

### **19. Governing Law**

All matters arising under or related to the Order shall be governed by the laws in the Province of Ontario.

### **20. Severability**

The provisions of this agreement are severable and the invalidity or ineffectiveness of any part shall not affect or impair the validity and effectiveness of remaining parts or provisions of this agreement.

### **21. Language**

The parties have requested that this agreement and all notices or other communications relating thereto be drawn up in English.



[www.NutritionIntl.org](http://www.NutritionIntl.org)