

Purchase Order Terms and Conditions

These are the standard Ontario Shores Centre for Mental Health Sciences purchase order terms and conditions. In some circumstances, supplemental terms and conditions will need to be developed and shall become part of the agreement.

COMPLETE AGREEMENT:

The Purchase Order (P.O.) and all documents, drawings and specifications attached as schedules shall, when accepted by the supplier, constitute the entire agreement between the Supplier and Ontario Shores Centre for Mental Health Sciences (the Hospital) and shall not be amended without the Hospital's written approval.

PURCHASE PRICE AND TERMS OF PAYMENT:

Unless otherwise specified in the P.O., all prices are in Canadian funds and are firm for the term of this purchase order. Additional charges, including insurance, freight and applicable taxes are shown separately.

The Hospital payment terms are net 30 days from date of invoice. Invoices must refer to the Hospital P.O. number.

TERM AND TERMINATION:

The P.O. shall expire on the original Expiry Date, unless the Hospital exercises its option to extend the P.O., such extension to be on the same terms as in the original P.O. The Hospital shall give notice to the supplier prior to the Expiry Date and such notice shall set forth the precise duration of the extension.

The Hospital reserves the right to terminate the P.O., without cause, upon thirty (30) calendar days prior notice to the Supplier

DELIVERY:

Unless otherwise specified in the P.O., delivery of Goods or Equipment shall be FOB Ontario Shores Centre for Mental Health Sciences, 700 Gordon Street, Whitby, ON, L1N 5S9.

INSPECTION AND ACCEPTANCE:

The Hospital reserves the right to inspect and test Goods or Equipment at any time during manufacture or prior to shipment. Goods or Equipment shall be deemed accepted by the Hospital after a satisfactory final inspection following delivery and installation (if applicable).

INDEMNIFICATION:

The Supplier hereby agrees to indemnify, defend and hold harmless the Hospital from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, penalties, liabilities or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or

prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the P.O.. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the Hospital, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the P.O.

WARRANTIES:

The Supplier represents and warrants that any Deliverables that are services shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations. The Supplier represents and warrants that any Deliverables that are goods (i) are fit for their intended purpose and shall be free from defects in workmanship and material and (ii) shall not be subject to any Liens. The Supplier also represents and warrants that all Deliverables will be provided in accordance with: (a) the P.O.; (b) Industry Standards; and (c) Requirements of Law.

The Supplier acknowledges that unless it obtains specific written preauthorization from the Hospital, any access to or use of the Hospital property, technology or information that is not necessary for the performance of its contractual obligations with the Hospital is strictly prohibited. The Supplier shall comply with the Hospital' site policies and requirements while at the Hospital' site.

CONFIDENTIALITY:

The Supplier agrees to observe and comply with the Hospital's policies and procedures (available on request) regarding the confidentiality of information. Except when legally authorized or required to do so, the Supplier will not access the Hospital's confidential information and will not disclose or give such confidential information to any third party, except to those of its employees, agents or subcontractors who have a need-to-know such information for purposes directly related to the Deliverables. The Supplier understands that a breach of this policy may be just cause for termination of this agreement. This provision shall survive the termination or expiry of this agreement.

The Hospital is a health information custodian under the *Personal Health Information Act* (PHIPA) and has statutory obligations to safeguard its patients' personal health information. The parties acknowledge and agree that the Supplier, when accessing Personal Health Information, does so solely on behalf of the Hospital while providing the Deliverables. As such, the Supplier is an "agent" of the Hospital, as the term "agent" is defined in PHIPA, and with all the responsibilities of an agent imposed by PHIPA.

The Supplier has a privacy policy in compliance with applicable privacy legislation, addressing its practices relating to the collection, use, disclosure, retention and disposal of Personal Information. The Supplier monitors and enforces compliance with its own privacy policy.

The Supplier and the Hospital acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties.

The Supplier will cooperate with any privacy assessment or audit conducted by the Hospital or any third party retained by the Hospital.

INTELLECTUAL PROPERTY:

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Hospital to the Supplier shall remain the respective property of the Hospital at all times. The Hospital shall be the sole owner of any Newly Created Intellectual Property.

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the Hospital, including each Client, a perpetual, worldwide, non exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Hospital or a Client.

EXPENSES AND ADDITIONAL CHARGES:

There shall be no other charges payable by the Hospital under the P.O. to the Supplier other than the Rates established under the P.O. Notwithstanding anything to the contrary in the P.O., the following expenses shall not be reimbursed by the Hospital: (i) expense claims and reimbursements not in compliance with the Hospital's "Business Travel and Expense Reimbursement Policy" in effect on the date of this Agreement, (ii) travel costs (including accommodations) which are not submitted as individually detailed line items, and (iii) meals and incidental expenses of any kind.

INSURANCE:

The Supplier hereby agrees to put in effect and maintain for the Term, at its own cost and expense, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain.

If the Supplier is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to the Hospital within 10 days after the execution of the P.O. by the Hospital and the Supplier. If the Supplier fails to provide the Hospital with such certificate, the Hospital may withhold payment to the Supplier. In addition, the Supplier shall, from time to time at the request of the Hospital, provide additional WSIA clearance certificates.

FORCE MAJEURE:

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the P.O. where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the P.O. would have put in place

contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services.

ASSIGNMENT:

The Supplier shall not subcontract or assign the whole or any part of the P.O. or any monies due under it without the prior written consent of the Hospital. Such consent shall be in the sole discretion of the Hospital and subject to the terms and conditions that may be imposed by the Hospital.

CANADIAN POLICE INFORMATION CENTRE SECURITY CLEARANCE:

The Supplier shall, within ten (10) days following execution of this Agreement, at its sole cost and expense, provide Canadian Police Information Centre (CPIC) security clearance checks dated no earlier than **[one hundred and eighty (180)]** days prior to the date of the P.O. to the Hospital in respect of all officers, directors, agents, employees or volunteers of Supplier who may have contact with patients of the Hospital while performing any obligations under the P.O.. Any officer, director, agent, employee or volunteer of Supplier to whom security clearance is not granted shall be immediately replaced by Supplier with a person to whom security clearance has been granted. Supplier agrees to comply with the Government of Ontario's "Supplier Security Screening Process" as may be amended from time to time.

GENERAL:

The provisions of the P.O., which expressly or by their nature are intended to survive the expiration or termination of the P.O., shall survive such expiration or termination.

The P.O. shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

The P.O. shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.