

THIS AGREEMENT made effective this **nnth** day of **mmm, yyyy**

BETWEEN:

DEVELOP NOVA SCOTIA ("Develop NS")

OF THE FIRST PART

- and -

NAME OF SUPPLIER
(the "Supplier")

OF THE SECOND PART

WHEREAS Develop NS intends to enter into an agreement with the Supplier for the provision of [define the services];

AND WHEREAS the Supplier intends to provide the [define the services] to Develop NS pursuant to the terms and conditions herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements set out herein, the Supplier and Develop NS covenant and agree as follows:

1.0 SERVICES AND TERM

- 1.1 The Supplier agrees to provide and deliver the services and/or products and perform the work (collectively the "Services") described in Schedule A hereto, in accordance with the terms and conditions of this Agreement, during the period commencing on the **nnth** day of **mmm, yyyy**, and expiring on the **nnth** day of **mmm, yyyy** (the "Term").
- 1.2 The Supplier shall provide the Services and discharge its duties to Develop NS hereunder in a competent, professional and timely manner, and shall assign only duly qualified, competent and skilled personnel to carry out its obligations to Develop NS under this Agreement.
- 1.3 The Services shall be delivered on time and in accordance with the delivery schedule agreed to by Develop NS and conform in all respects with Develop NS' requirements. The Services shall not be deemed to be completed to the satisfaction of Develop NS or accepted by Develop NS until all requirements have been met by the Supplier in accordance with the terms and conditions hereof.
- 1.4 If Develop NS, in its sole discretion, agrees to renew this Agreement any such renewal shall be on such terms and conditions as the parties may agree, and any amendment to this Agreement reflecting such renewal shall be signed by the parties prior to the expiration of the Term. Nothing in this Article 1.4 shall constitute or be deemed to constitute any assurance or representation by Develop NS to the Supplier that this Agreement will be renewed.

2.0 PRICE AND PAYMENT

- 2.1 The total amount payable to the Supplier under this Agreement, including out of pocket expenses, shall not exceed [Unit Rate or AMOUNT dollars (\$nnn.00)] (exclusive of applicable taxes) without the prior written authorization of Develop NS. The Supplier shall not be entitled to receive payment for any Services it provides hereunder that exceed this amount ("Excess Services") unless Develop NS has given prior written authorization to the Supplier to undertake the performance of any Excess Services.
- 2.2 Develop NS shall, subject to the terms and conditions of this Agreement, pay the Supplier for the Services in accordance with Schedule B.
- 2.3 Each invoice submitted by the Supplier for payment shall contain a detailed description of the Services in respect of which it is being remitted, and all such other information as specified by Develop NS from time to time for inclusion therein. Subject to verification by Develop NS, invoices will be paid thirty (30) days following receipt.
- 2.4 If Schedule B provides that Develop NS will retain a holdback on payments to the Supplier, payment of such holdback shall be made by Develop NS in accordance with and subject to the terms and conditions set out in Schedule B.
- 2.5 No payment by Develop NS to the Supplier hereunder shall be or construed to be an acceptance or approval by Develop NS of incomplete, defective or improper performance by the Supplier of any of its obligations under this Agreement, or operate to relieve the Supplier from the performance of any of its obligations hereunder that have not been performed in accordance with the requirements set out herein.
- 2.6 If the Supplier is not a resident of Canada, the Supplier acknowledges and agrees that Develop NS shall be authorized, if required by law, to withhold income tax from any amounts payable to the Supplier hereunder and to remit that tax to the Receiver General for Canada on the Supplier's behalf.

3.0 TERMINATION OF AGREEMENT

- 3.1 Develop NS shall be entitled to immediately terminate this Agreement for cause, upon the occurrence of any of the following events, each of which shall constitute an "Event of Default":
 - a) The Supplier breaches or fails to comply with any of the terms and conditions of this Agreement, and such breach or failure is not remedied by the Supplier to the reasonable satisfaction of Develop NS within five (5) days after written notice from Develop NS to remedy the breach or failure;
 - b) The Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of the Supplier; or
 - c) Any statement, representation or warranty made by the Supplier in this Agreement is untrue or incorrect at the time it was made.
- 3.2 If this Agreement is terminated for cause pursuant to Article 3.1 as a result of an Event of Default, the Supplier shall be responsible for and shall reimburse Develop NS for all loss, costs and damages incurred by Develop NS as a result of or arising from the Event of Default, including any costs incurred by Develop NS to correct any defects or deficiencies in any of the Services, and any costs incurred by Develop NS to procure the

Services or any part thereof from another provider.

- 3.3 Develop NS may, at its sole discretion, terminate this Agreement without cause at any time prior to the expiration of the Term, upon giving thirty (30) days prior written notice of termination to the Supplier. In such event, the Supplier shall be entitled to receive payment for the Services it has satisfactorily performed up to the date of termination, and where applicable, to the payment of any holdback which Develop NS is then holding at such time. Payments to the Supplier of the foregoing amounts shall constitute full and final satisfaction of Develop NS' obligations to the Supplier under this Agreement. In the event this Agreement is terminated by Develop NS pursuant to this Article 3.3, the Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and the Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.
- 3.4 Neither the expiration nor the earlier termination of this Agreement shall relieve, or be deemed to relieve, the Supplier from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, or which by their nature are intended to survive the expiration or earlier termination of this Agreement, including but not limited to all warranties given by the Supplier in respect of the Services, and those duties and obligations of the Supplier set out in Article 4 (Confidentiality), Article 5 (Material Rights), Article 8 (Liability and Indemnity) and Article 15 (Accounts and Audit).

4.0 CONFIDENTIALITY

- 4.1 The Supplier acknowledges and confirms that all information provided to it by Develop NS hereunder, or to which the Supplier has access as a result of providing the Services to Develop NS is confidential information ("Confidential Information"). Unless required by law or an order of a court of competent jurisdiction, such Confidential Information shall not, either during the Term or at any time thereafter, be disclosed by the Supplier, without the prior written consent of Develop NS, to any third party or to any employees of the Supplier, other than its employees who are directly involved in providing the Services.
- 4.2 The Supplier shall implement and maintain security standards and procedures for the safeguarding of the Develop NS' Confidential Information to prevent unauthorized access thereto and to ensure compliance with applicable legislation. The Supplier agrees to promptly notify Develop NS in writing upon becoming aware of a breach of either the Supplier's security standards and procedures or Develop NS' security policies, or any unauthorized disclosure of information that the Supplier is required to keep confidential under applicable law. The Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure described in this Article 4.
- 4.3 The Supplier acknowledges and agrees that Develop NS may disclose this Agreement or portions thereof as may be required pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act (Nova Scotia)*.
- 4.4 If the Supplier is a "service provider" as defined in the *Personal Information International Disclosure Act, (Nova Scotia)* ("PIIDPA") as a result of the type of Services that it is providing to Develop NS under this Agreement, the Supplier represents, warrants and undertakes to Develop NS that it shall comply with its obligations under PIIDPA and the terms and conditions contained in the PIIDPA Schedule, attached as Schedule C to this Agreement.

5.0 MATERIAL RIGHTS

- 5.1 All findings, data, surveys, research, working papers, drawings, spreadsheets, evaluations, databases and documents, regardless of storage format or whether in draft or final form that are collected, created or produced by the Supplier in the performance of this Agreement (collectively the "Materials") are the exclusive property of Develop NS. All intellectual property rights, including patents, copyrights, trademark and industrial design in the Materials, with the exception of any pre-existing intellectual property rights of the Supplier therein, are the sole property of Develop NS, are hereby irrevocably assigned by the Supplier to Develop NS and the Supplier herewith waives all moral rights in those Materials.
- 5.2 All research reports, surveys, findings, data and other information comprising the Materials are Confidential Information of Develop NS and are subject to the provisions of Article 4 of this Agreement.
- 5.3 Develop NS reserves the right, in its sole discretion, to publish or release, in whole or in part, or to refrain from publishing or releasing, any research, reports, information, audio visual materials, information or data produced by the Supplier in the performance of the Services under this Agreement.
- 5.4 The Supplier shall ensure that Develop NS has all licences that are needed for any software that Develop NS will require to lawfully continue using all deliverables that the Supplier has agreed to provide as part of the Services.
- 5.5 The Supplier hereby grants to Develop NS a perpetual non-exclusive licence to use any computer software or designs of a generic nature to which the Supplier holds copyright, and that may be included in any work product comprising any part of the Services delivered to Develop NS under this Agreement.

6.0 INDEPENDENT CONTRACTOR

- 6.1 This Agreement is a contract for the performance of the Services. The Supplier is engaged by Develop NS hereunder as an independent contractor and shall not at any time hold itself out as an employee, servant or agent of Develop NS. No partnership, joint venture, agency or other legal relationship is created or deemed to be created by this Agreement or any actions of the parties hereunder. The Supplier shall not have authority under this Agreement to bind Develop NS, or to commit Develop NS to the payment of money to any third party.

7.0 COMPLIANCE WITH LAWS

- 7.1 The Supplier shall comply with all applicable laws governing the conduct of its business and the provision of the Services to Develop NS. The Supplier agrees to maintain in good standing all licences, permits, registrations or authorizations it is required to obtain in order to lawfully provide the Services in Nova Scotia. Without limiting the foregoing, professional personnel performing any part of the Services on behalf of the Supplier shall be required to comply with all applicable professional registration or licensing requirements in effect in Nova Scotia at the time such Services are being performed.
- 7.2 The execution of this Agreement by Develop NS, shall not be or deemed to be approval or authorization by Develop NS to anything related to the business or operations of the

Supplier or the provision of the Services that requires any permit or licence or approval pursuant to federal, provincial or municipal legislation, regulations or bylaws.

- 7.3 The Supplier shall promptly provide to Develop NS, upon request, copies of all permits, licences, authorizations and registrations that it is required to obtain in order to provide the Services, as well as evidence of the Supplier's compliance with laws applicable to the performance of the Services, including without limitation, the *Workers' Compensation Act (Nova Scotia)* and the *Occupational Health and Safety Act (Nova Scotia)*.

8.0 LIABILITY AND INDEMNITY

- 8.1 The Supplier shall indemnify and hold harmless Develop NS, its Board, employees, and agents from and against all damages, costs, loss, expenses (including legal fees), claims, actions, suits or other proceedings of any kind or nature, which they, or any of them, may at any time incur or sustain as a result of or arising out of an Event of Default, or any act, omission or negligence of the Supplier, or any of its employees, agents, or subcontractors, in the performance of this Agreement, including without limitation, any injury or death to persons, or loss of or damage to property. Notwithstanding the foregoing, the Supplier shall not be liable for any indirect or consequential damages sustained by Develop NS unless such damages result from the negligence or wilful default of the Supplier, its servants, agents or subcontractors.
- 8.2 Develop NS shall not be liable for any damages or injury (including death) to any person or to any property of the Supplier as a result of or arising out of this Agreement or the provision of the Services by the Supplier under this Agreement, unless such damages are direct damages and are caused solely and directly by or as a result of the negligence of Develop NS. In no event shall Develop NS be liable for any indirect or consequential damages that are sustained by the Supplier, howsoever caused, as a result of or arising out of this Agreement or the provision by the Supplier of any Services hereunder.

9.0 RESOURCES

- 9.1 In the event that the Supplier requires access to equipment or office space of Develop NS in order to carry out any part of the Services, the Supplier shall comply with all applicable safety and security legislation and all policies and directives of Develop NS relating to any buildings, premises, equipment or software to which the Supplier is given access.
- 9.2 The Supplier shall assign a sufficient number of qualified, competent and skilled personnel to carry out its obligations under this Agreement. In the event that the Supplier has included the names or titles of specific personnel or any proposed subcontractor to provide the Services in Schedule A, the Supplier's personnel and any subcontractors so indicated in the Schedule A shall be required to provide the Services and no substitutions shall be permitted without the prior written consent of Develop NS. If Develop NS, in its sole discretion, considers a proposed substitute to be acceptable, Develop NS may consent to the substitution, provided however that such consent may be subject to such terms and conditions as Develop NS designates in writing to the Supplier. Notwithstanding the foregoing, Develop NS shall have the right at any time, in its sole discretion, to require that the Supplier replace, at no cost or expense to Develop NS, any Supplier personnel or subcontractor involved in providing the Services whom Develop NS determines to be unsuitable, and in such event, the Supplier shall immediately appoint a duly qualified, competent and skilled replacement to fill the

position vacated.

10.0 TITLE AND ACCEPTANCE

- 10.1 Unless otherwise expressly provided in this Agreement, title to all deliverables, or any part thereof, comprising the Services to be provided by the Supplier shall vest in Develop NS on delivery and acceptance by Develop NS. Upon payment being made by Develop NS on account of materials, parts, work in process, or finished work, title therein shall vest in and remain with Develop NS, provided however that the risk of any loss or damage thereto shall remain with the Supplier until their acceptance by Develop NS. Vesting of title in Develop NS as a result of payments made by Develop NS to the Supplier shall not constitute acceptance, or be deemed to constitute acceptance, by Develop NS of any such materials, parts, work in progress or finished work, and shall not relieve the Supplier of its obligations to perform the Services in accordance with the requirements of this Agreement.
- 10.2 The Supplier shall promptly pay for all labour, services and materials that it requires to provide the Services. The Supplier agrees that it shall not do or permit anything to be done that would result in any liens, charges or encumbrances being placed on or attaching to any materials, parts, work in process, finished work or deliverables comprising the Services to be provided to Develop NS under this Agreement.

11.0 FORCE MAJEURE

- 11.1 The Supplier shall not be liable for a failure or delay in performing any of its obligations hereunder that occurs without the fault or negligence of the Supplier and is attributable solely to a cause beyond its reasonable control ("Force Majeure Event"). For the purposes of this Agreement, the following shall be considered to be a Force Majeure Event: floods, fire, explosion, power failure, acts of God, war, civil commotion, the enactment of any law, order, regulation or bylaw, labour strikes, slowdowns, picketing and boycotts.
- 11.2 Where the Supplier claims that a Force Majeure Event has occurred, the Supplier shall be required to give immediate written notice thereof to Develop NS, which notice shall describe the Force Majeure Event, its cause, the probable duration of the delay resulting therefrom, and the steps being taken by the Supplier to mitigate the impact of the Force Majeure Event on the performance of the Supplier's obligations hereunder.
- 11.3 Notwithstanding the foregoing provisions of this Section 11, if a delay or failure arising from a Force Majeure Event continues for ten (10) consecutive days, Develop NS may, in its sole discretion, terminate this Agreement upon three (3) days prior written notice to the Supplier. In the case of termination by Develop NS pursuant to this Article 11.3, the Supplier shall be entitled to receive payment only for the Services provided prior to the termination date which have met the requirements of this Agreement, and such payment shall constitute full and final satisfaction of Develop NS' obligations to the Supplier hereunder.

12.0 REPRESENTATIONS AND WARRANTIES

- 12.1 The Supplier represents and warrants to Develop NS, with the intention and knowledge that Develop NS is relying on each such representation and warranty in entering into this Agreement, that:

- a) All statements contained in this Agreement, and any certificate or other document delivered to Develop NS under this Agreement or in connection with the Services to be provided hereunder are true and correct;
- b) The Supplier has no knowledge of any fact that may materially adversely affect the Supplier's business or operations or its financial condition, or its ability to fulfill its obligations to Develop NS under this Agreement;
- c) The Supplier has the personnel, experience, qualifications and other resources to provide the Services in accordance with the requirements of this Agreement;
- d) The Supplier has the corporate power and legal capacity to enter into, fully perform, and meet all of its obligations under this Agreement on the terms and conditions set out herein;
- e) This Agreement has been duly authorized, executed and delivered by the Supplier and constitutes a valid and binding obligation of the Supplier; and
- f) The Supplier can perform the Services, and Develop NS shall be entitled to utilize the Services, in accordance with the requirements of this Agreement without infringing any trade secret, patent, copyright, industrial design or other intellectual property right enforceable in Canada, and the Supplier has obtained, and will maintain, at its own expense, all requisite and appropriate authorizations and permissions, including those concerning any licenses, assignments, copyrights, patents and other intellectual property rights that are required by the Supplier to meet its obligations to Develop NS hereunder.

13.0 CONFLICT OF INTEREST

- 13.1 The Supplier shall not permit an actual or potential conflict of interest to arise between its obligations to Develop NS under this Agreement and its obligations to any third party. The Supplier shall immediately notify Develop NS in writing if any such potential or actual conflict of interest should arise at any time during the Term.

14.0 ASSIGNMENT AND SUBCONTRACTING

- 14.1 The Supplier shall not assign this Agreement or any of its rights or obligations hereunder or subcontract the performance of any of the Services without the prior written consent of Develop NS, which consent may be withheld by Develop NS in its sole discretion. Any purported assignment or subcontracting by the Supplier without such consent shall be of no force or effect.
- 14.2 Develop NS consent to an assignment of this Agreement, or the subcontracting of the performance of any of the Services to be provided by the Supplier hereunder, shall not relieve the Supplier from any of its obligations under this Agreement and the Supplier shall, notwithstanding any such consent by Develop NS, remain responsible for the performance of the Services and all other obligations of the Supplier set out herein.

15.0 ACCOUNTS AND AUDIT

- 15.1 The Supplier shall keep proper and accurate books and records, including all invoices, receipts and vouchers, relating to the Services and all expenditures and commitments made in connection therewith. The Supplier shall make such books and records

available to Develop NS for review or audit within ten (10) days following receipt of a request from Develop NS to do so. The Supplier agrees that it shall retain all such books and records and make them available for review or audit by Develop NS for a period of three (3) years after the date of final payment by Develop NS hereunder. Any review or audit by Develop NS pursuant to this Article 15.1 shall be carried out by Develop NS at Develop NS' expense.

16.0 NOTICES

16.1 Any notice to be given under this Agreement by Develop NS or the Supplier shall be in writing and delivered by hand, by facsimile transmission or by registered mail, to the other party at the address and to the attention of the contact individual indicated below:

To Develop NS:

Historic Properties – The Old Red Store
Suite 301 - 1875 Upper Water St.
Halifax, Nova Scotia B3J 1S9

To the Supplier:

A notice shall be deemed to be duly given and received upon delivery, if delivered by hand; upon receipt of the facsimile transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either party may change its address or contact for receipt of notices, provided that such party gives notice thereof in accordance with this Article 16.1 and confirms the effective date of the change in such notice.

17.0 AGREEMENT AND AMENDMENTS

17.1 This Agreement constitutes the entire agreement and understanding between the Supplier and Develop NS with respect to the Services, and supersedes all prior negotiations, communications and other agreements, whether written or oral, relating to the subject matter hereof. Any amendment or modification to this Agreement shall have no force or effect unless it is in writing and signed by duly authorized representatives of each of Develop NS and the Supplier.

17.2 The following documents form part of this Agreement:

- a) These Articles of Agreement; and
- b) The Schedules;

In the event of any conflict or inconsistency between or among any of the foregoing, the documents comprising this Agreement shall be given precedence in the following order:

- a) These Articles of Agreement; and amendments hereto;
- b) Schedule A;
- c) Schedule B; and
- d) Schedule C (if applicable)

18.0 WAIVER

18.1 No term or provision of this Agreement, and no breach of this Agreement by the Supplier, shall be deemed to be waived or excused by Develop NS unless such waiver

is in writing and signed by Develop NS. The waiver by Develop NS of any breach of a term or provision of this Agreement shall not be or be deemed to be a waiver of any continuing or subsequent breach by the Supplier of the same or any other term or provision of this Agreement.

19.0 REMEDIES CUMULATIVE

19.1 The rights and remedies of Develop NS set out in this Agreement are cumulative and are in addition to and not in substitution for any other rights or remedies available to Develop NS at law or in equity.

20.0 DISPUTES

20.1 If a dispute arises between Develop NS and the Supplier arising out of or relating to this Agreement, or the subject matter hereof, Develop NS and the Supplier agree that they shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. Disputes shall promptly be referred by each party to their respective senior management representatives who have the authority to resolve and settle any such disputes on their behalf. In the event that such representatives cannot resolve the dispute within ten (10) days, or such longer period as the parties may agree in writing, either party may elect, upon giving prior written notice to the other party, to resolve the matter through litigation proceedings. Notwithstanding the foregoing, nothing in this Article 20.1 shall prevent Develop NS from exercising its rights of termination set out in Article 3.1 or Article 11.3 hereof, in the circumstances described therein.

21.0 ENUREMENT

21.1 This Agreement shall inure to the benefit of and be binding on Develop NS and on the successors and permitted assigns of the Supplier.

22.0 GENERAL

22.1 **Develop NS' Representative** All references in this Agreement to Develop NS, include any person duly authorized to act on behalf of Develop NS hereunder

22.2 **Headings and Interpretation** The division of this Agreement into Articles and the insertion of headings are for convenience of reference only and do not affect its interpretation. Except where the context requires otherwise, references to the terms "herein," "hereof," "hereunder" and similar expressions refer to this Agreement as a whole, and not to any specific Article or Schedule.

22.3 **Time of the Essence** Time shall be of the essence in this Agreement.

22.4 **Currency:** All dollar amounts referred to in this Agreement are Canadian dollars, unless expressly provided.

22.5 **Offers of Employment:** Each of the parties agrees that it shall not, without the prior written consent of the other party, at any time prior to the expiration or earlier termination of this Agreement, or within a period of six (6) months thereafter, solicit personnel then in the employ of the other party, who either are, or were, directly involved in the performance or administration of this Agreement, to terminate their employment with that other party.

22.6 **Partial Invalidity:** If any term or provision of this Agreement is held by a court of

competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining terms and conditions shall nevertheless remain in full force and effect.

22.7 **Counterparts:** This Agreement may be signed by Develop NS and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Agreement to the other party upon request or as otherwise required by law.

22.8 **Further Assurances:** The Supplier and Develop NS agree to execute and deliver all such further documents and instruments and do or cause to be done all such acts and things, as either party may reasonably consider necessary to evidence the intent and meaning of this Agreement.

22.9 **Words in the Singular:** Where the context so requires in this Agreement, words in the singular include the plural and vice versa.

23.0 GOVERNING LAW

23.1 This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

IN WITNESS WHEREOF Develop NS and the Supplier have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

WITNESSED BY:

DATED AT _____, _____
City Province

_____ day of _____, _____
Day Month Year

NAME OF SUPPLIER

Witness Signature

For the Supplier

WITNESSED BY:

DATED AT _____, _____
City Province

_____ day of _____, _____
Day Month Year

Develop Nova Scotia

Witness Signature

For Develop Nova Scotia

**SCHEDULE A
STATEMENT OF WORK**

Supplier's Initials: _____

PNS Initials: _____

SCHEDULE B

This Schedule describes the payment terms for the Services:

Schedule B.1 Payment

The total amount payable under the Agreement is set out in Article 2.1, and shall be invoiced by the Supplier as follows:

A single invoice to be submitted upon completion of this Agreement

Payment of Supplier invoices will be made by Develop NS in accordance with the terms of Article 2 of the Agreement and this Schedule B.

Supplier's Initials: _____

PNS Initials: _____

SCHEDULE C
PERSONAL INFORMATION INTERNATIONAL DISCLOSURE PROTECTION ACT

The Supplier acknowledges and confirms that it is a "service provider" as defined in the *Personal Information International Disclosure Protection Act*, SNS 2006 c. 3 ("PIIDPA"), that it has read and understands its obligations as a service provider thereunder and that as a service provider it is legally bound by the obligations imposed on it by PIIDPA. It is a condition precedent to Develop NS entering into the Agreement with the Supplier that the Supplier irrevocably undertakes, covenants and agrees to be bound by and comply with the obligations imposed on it as a service provider under PIIDPA.

The Supplier further covenants, warrants and represents to Develop NS that it will not at any time provide or allow the release of personal information to which it has access in its capacity as a service provider to Develop NS in response to any "foreign demand for disclosure" or permit or allow the "unauthorized disclosure of personal information" as each of those terms are defined in PIIDPA.

The Supplier shall implement and strictly enforce security arrangements that will ensure that all personal information that it collects or uses on behalf of Develop NS is protected at all times from unauthorized access or disclosure and shall confirm in writing to Develop NS, upon request, the details of such security arrangements. The Supplier also agrees to implement and enforce any additional security procedures as may be required by Develop NS from time to time to protect the personal information that the Supplier collects or uses on behalf of the Province. Develop NS shall be authorized, upon giving prior written notice to the Supplier, to enter the premises of the Supplier during normal business hours for the purpose of conducting an audit of the security arrangements referenced herein.

All personal information that the Supplier obtains or becomes aware of while providing services to Develop NS is not and shall not be or be deemed to be the property of the Supplier. The Supplier acknowledges and agrees that it will not, either directly or indirectly, acquire any rights to use or own any such personal information other than the right to use it for the sole purpose of fulfilling its obligations to Develop NS under the Agreement.

The Supplier expressly confirms that the laws of the Province of Nova Scotia shall apply to its obligations as a service provider to Develop NS, notwithstanding the laws or the order of any court outside Canada.

Supplier's Initials: _____

PNS Initials: _____