



FINANCIAL AND ADMINISTRATIVE SERVICES – CONTRACT SECTION

GENERAL TERMS AND CONDITIONS (GTC'S)

1. Definitions

- a) “Agreement” means the Call-Up contract, Agreement or Contract to which these general terms and conditions relate.
- b) “Consultant” means any -professional or other entity responsible for the design, engineering and field inspection of the Work.
- c) “Contractor” means those persons who have been selected to perform the Work.
- d) “Subcontractor” means those permitted persons who perform part of the Work on behalf of the Contractor.
- e) “Work” means the services or products to be supplied by the Contractor pursuant to the Call-up Contract, Agreement or Contract to which these general terms and conditions relate.

2. Taxes

All amounts payable under this Agreement shall be exclusive of applicable provincial sales tax, goods and services tax and any other taxes applicable to the Work to be provided under this Agreement..

3. Language of this Agreement

This Agreement will be drawn up in English or in French, depending on the language requested by all parties hereto.

4. Invoicing

Notwithstanding the foregoing, no amount shall be payable by the Museum hereunder unless

the Contractor has submitted an invoice therefore pursuant to the payment schedule described in this Agreement. All invoices must clearly show this Agreement number and be submitted in writing to the Museum at the following address:

Canadian Museum of History
Accounts Payable
100 Laurier Street
Gatineau, Quebec –K1A 0M8
payables@historymuseum.ca

All invoices shall set out applicable taxes separately. In addition, the Contractor's appropriate tax registration numbers shall be clearly displayed on every invoice.

- (a) The Contractor acknowledges that payment of invoices submitted to the Museum shall be paid on the latter of the following two dates:
- i. within thirty (30) days following the date on which all of the Work has been completed in accordance with the terms of the Agreement; or
 - ii. within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Agreement.

Note: The payment period may be adjusted in consideration of any payment discount in the Contractor's Proposal.

If the Museum has any objection to the content of the invoice or the substantiating documentation, the Museum shall, within thirty (30) days of its receipt, notify the Contractor of the nature of the objection. The Contractor agrees to provide clarifications as soon as reasonably possible after receipt of the objection. The Contractor acknowledges that the Museum may withhold payment until such time as the objection has been cleared to the satisfaction of the Museum.

5. Commencement and Performance of the Contractor's Work

The Contractor shall not commence Work until a written Agreement has been executed by both parties or unless the Contracting Authority provides the Contractor with written authorization to proceed with the Work at an earlier time.

The Contractor agrees to carry out the Work promptly and efficiently in accordance with the terms and conditions of this Agreement and in accordance with the standards of quality acceptable to the industry.

6. Fraud

In the event of a fraud committed by the Contractor's employees or agents, the Contractor shall be liable for losses to the Museum due to fraud, including but not limited to, losses of revenues and assets, and all costs to the Museum related to the fraud.

7. Delays

Time shall be of the essence of this Agreement. Notice in writing of any occurrence causing

or likely to cause delay shall be given promptly to the Museum by the Contractor. If by reason of force majeure or other cause beyond the reasonable control of the Contractor, any of the Work has been or is likely to be delayed, the Museum may, at its sole discretion, extend the time for completing the Work so delayed.

8. Project Authority

The Project Authority's powers and responsibilities shall be as follows:

- a) the Project Authority manages the Work and is accountable for its complete lifecycle;
- b) the Project Authority is responsible for all queries related to the Work;
- c) when required, the Project Authority recommends, with proper justifications, the granting of extensions and/or amendments to the Contract;
- d) the Project Authority certifies the Contractor's invoices that work has been completed according to contract;
- e) the Project Authority authorizes the project closure;
- f) the Project Authority produces and communicates Contractors' performance data.

9. Contract Authority

The Contracting Authority's powers and responsibilities shall be as follows:

- a) the Contracting Authority is responsible for all queries related to the terms of the Contract and for its amendments;
- b) the Contracting Authority has the sole power to authorize any changes to the Contract;
- c) the Contracting Authority has the sole power to contractually bind the Museum;
- d) the Contracting Authority is responsible for dispute resolution arising out of the Contract.

10. Termination with Notice

The Museum may, at any time, by giving notice to the Contractor, terminate or suspend this Agreement with respect to all or any part or parts of the Work not completed.

Provided the Contractor is not in breach of its Agreement, all Work completed by the Contractor to the satisfaction of the Museum, before the giving of such notice, shall be paid for by the Museum in accordance with the provisions of this Agreement. Where there are no provisions in this Agreement with respect to the Contractor's cost, the Museum shall pay such sum as the Museum shall determine to be the Contractor's reasonable costs.

Payment and reimbursement under the provisions of this Agreement shall be made only to the extent that it is established to the satisfaction of the Museum that the cost and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of this Agreement or the part thereof so terminated.

The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Museum under the provisions of this Article except as expressly provided herein.

11. Termination for Cause

The Museum may, by written notice to the Contractor, terminate the whole or any part of this Agreement if:

- i. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or;
- ii. the Contractor fails to perform any of the Contractor's obligations under this Agreement, or, in the Museum's view, so fails to make progress and thus endangers performance of this Agreement in accordance with its terms.

In the event that the Museum terminates this Agreement in whole or in part, the Museum may arrange, upon such terms and conditions and in such manner as the Museum deems appropriate, for the work to be completed, and the Contractor shall be liable to the Museum for any costs relating to the completion of the Work which are in excess of the consideration set forth in this Agreement.

Upon termination of this Agreement under this Article, the Museum may require the Contractor to deliver and transfer title to the Museum, in the manner and to the extent directed by the Museum, of any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of this Agreement. The Museum shall pay the Contractor, for all such finished work delivered pursuant to such direction and accepted by the Museum, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by this Agreement and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Museum pursuant to such direction. The Museum may withhold from the amounts due to the Contractor such sums as the Museum determines to be necessary to protect the Museum against excess costs for the completion of the Work.

12. Security Clearances

A security clearance must be processed before gaining access to the Corporation's buildings; the Contractor shall submit to the Museum, before commencement of the Work, the names of all persons who will be present at the place of Work, whether inside or outside the area of Work and who are involved with the Work, whether they are employees of the Contractor or Subcontractors. The Contractor and all Subcontractors shall agree to submit, if required to do so by the Museum, the following security screening forms in a duly completed manner, for themselves and for any other persons who will be assigned to work on their behalf on this project, before commencing the Work: Declaration Regarding Criminal Convictions, Consent to Disclosure of Personal Information parts (1) Reliability, (2) Criminal record, (3) Credit and (4) any other security clearance form reasonably required by the Museum. The Contractor agrees to only allow favourably screened personnel on the Work site as determined by the Museum.

13. Status of the Contractor

This Contractor is engaged under this Agreement as an independent contractor. Neither the

Contractor nor any of his/her personnel is engaged as an employee, servant or agent of the Museum. The Contractor further agrees to be solely responsible for any and all payments and/or deductions required to be made respecting unemployment insurance, worker's compensation, income tax or such other payments or deductions.

14. Powers of The Museum

The Museum is the agent of Her Majesty the Queen in the Right of Canada for all purposes of this Agreement. Nothing contained in or omitted from this Agreement shall restrict any right or power of Her Majesty the Queen or of the Museum existing under any Act of the Parliament of Canada or otherwise. Every right or power of the Museum under this Agreement or otherwise shall be cumulative and non-exclusive.

15. Assignment and Subcontracting

The Contractor may not assign this Agreement or subcontract any portion of the Work without the prior written consent of the Museum, which consent may not be unreasonably withheld. No subcontract, if permitted by the Museum, shall relieve the Contractor from any of his/her obligations under this Agreement or impose any liability upon the Museum. Subcontractors if permitted, must conduct all Work in accordance with the Terms and Conditions inherent in this Agreement.

16. Indemnity against Claims

The Contractor shall at all times indemnify and hold harmless the Museum, and its directors, officers, employees and others for whom it may be responsible in law, from and against all losses, claims (including claims made by the Contractor's personnel under Worker's Compensation or workplace insurance Legislation), demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss of, damage to or destruction of property (including loss or damage sustained by the Contractor) or personal injury including death, and from and against any and all loss of, damage to or destruction of property, expenses and costs (including any consequential or economic loss, and legal fees and disbursements on a solicitor-client basis) suffered or incurred by the Museum arising out of or in any way connected with this Agreement, whether or not caused by the Contractor's negligence, except to the extent to which such loss or damage has arisen solely out of the Museum's negligence. The Contractor shall also indemnify and hold harmless the Museum with regard to any action or claim for infringement or alleged infringement by the Contractor of any patent of invention, industrial design or trademark, including infringement arising out of specifications furnished by the Museum.

17. Representation by Contractor

The Contractor warrants that he/she is competent to perform the Work required under this or any other the Museum Agreement in that the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively.

The Contractor warrants that he/she shall provide under this Agreement a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

The Contractor warrants that he/she has complete authority to enter into this Agreement.

18. Accounts

The Contractor shall:

- (a) keep accounts and records of the cost of performing this Agreement and keep all documents relating to such costs and, unless he obtains the prior written consent of the Museum to otherwise dispose of such accounts, records and documents, preserve them for a period of six (6) years from the end of the calendar year in which this Agreement is terminated or completed; and
- (b) on demand, produce to the Museum every account, record or document mentioned in paragraph 18(a) that may be required of him/her and permit the Museum to examine, audit and take copies and extracts from such accounts, records or documents.

19. Bribery and Conflict of Interest

The Contractor represents and warrants that:

- (a) no bribe, gift or other inducement has been paid, given, promised or offered to any person for, or with a view to the obtaining of this Agreement by the Contractor; and
- (b) the Contractor has not employed any person to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee; and
- (c) the Contractor has no pecuniary interest in the business of any third party that would affect its objectivity in carrying out the Work.

20. Confidentiality

The Contractor acknowledges that the present Agreement and all information issued, used or disclosed to the Contractor in connection with the Work or while carrying out the Work, including any personal information within the meaning of the Personal Information Protection and Electronic Documents Act ("PIPEDA"), excluding the Museum's information available to the public, are private and may be classified as to the degree of precaution necessary for their safeguarding. The Contractor shall at all times take all measures necessary, including those set out in any instructions issued by the Museum, for the protection of the aforesaid confidential information against espionage, sabotage, fire, theft and other risks of loss or damage. The Contractor further agrees that it will use such confidential information solely on behalf of the Museum and for the Museum's purposes and not on its own behalf or for its own purposes and the Contractor shall at all times comply strictly with this Agreement in such manner as to ensure that its acts or omissions do not result in the Museum being in violation of any applicable laws governing the collection, use, disclosure or storage of information about individuals, including PIPEDA.

21. Notices

Where in this Agreement any notice, request, direction or other communication is required to be given or made by either party, it shall, except as otherwise provided, be in writing and is effective if delivered in person, sent by registered mail, or by electronic means addressed to the party for whom it is intended at the address hereinafter set out and any notice, request, direction or other communication shall be deemed to have been received if delivered by person, on the day it was delivered; if by registered mail, when the postal receipt is

acknowledged by the other party; and if by electronic means, on transmission. The address of either party may be changed by notice in the manner set out in this provision.

To the Contractor: As determined in the Agreement.

To the Museum:

To the Project Authority for work related issues and as determined in the Agreement.	To the Contracting Authority for all other related issues and as determined in the Agreement.
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22. Severability

If any section, paragraph, word or other portion of this Agreement shall be held illegal, invalid or unenforceable, then the illegal, invalid or unenforceable portion shall be stricken and not form part of any such Agreement. The invalidity of any provisions hereof shall not affect any remaining provisions.

23. Administrators and Assigns

Subject to the terms hereof, this Agreement shall ensure to the benefit of, and be binding upon, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

24. Ownership of Intellectual and Other Property Including Copyright

Technical Documentation, including all reports and prototypes produced by the Contractor in the performance of the Work under any Agreement shall vest in and remain the property of the Museum, and the Contractor shall account fully to the Museum in such a manner as the Museum shall direct for the documents and prototypes.

“Technical Documentation” means any and all recorded information, including reports, working papers relating to the service which also includes designs, reports either of a technical nature or other, photographs, drawings, plans, specifications, and computer software, whether susceptible to copyright or not.

Technical information and inventions conceived or developed or first actually reduced to practice in performing the services under Agreement shall be property of the Museum, and the Contractor shall have no rights in and to the same.

The parties hereto agree that the Museum shall be the owner of the copyrights and all literary, dramatic, musical and/or artistic works created pursuant to this Agreement and such copyrights are hereby assigned to the Museum. The assignor shall, at no additional cost, execute such further assurances and assignments as the Museum may reasonably require to evidence such assignments and to vest full equitable and legal title to such copyrights in the Museum. The Museum shall have the right to withhold final payment under this Agreement until the assignor has delivered such assurances and assignments.

25. Members of the House of Commons

No members of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

26. Cooperation with Other Contractors

Where in the opinion of the Museum, it is necessary that persons or workers, with or without plant and materials, be sent onto the site of the Work, the Contractor shall, to the satisfaction of the Museum, allow them access to the Work and shall cooperate with them in the carrying out of their duties and obligations.

27. Official Languages

If, in the course of completing the Work, the Contractor has to provide services or communications to the public in a location where sufficient demand exists for services in both official languages, English and French., the Contractor must comply with the *Official Languages Act*.

28. Disputes

All claims by the Contractor against the Museum relating to this Agreement shall be in writing and shall be submitted to the Contract Authority within 30 (thirty) days of the date of the occurrence giving rise to the claim. The Contracting Authority will issue its decision in writing within a reasonable time, in accordance with regulations promulgated by the Museum and taking into account such factors as the size and complexity of the claim and the adequacy of the information and support regarding the claim provided by the Contractor. Specific findings of facts are not required but, if made, shall not be binding in any subsequent proceeding. The Contracting Authority's decision on the claim shall be final and conclusive, subject to review by a tribunal of competent jurisdiction. Pending a decision from a tribunal of competent jurisdiction, the Museum has a right to require that, notwithstanding its claim, the Contractor proceed diligently with the performance of the Work in accordance with the terms of the Agreement and in accordance with the Contract Authority's decision. Notwithstanding any other provision of this Article, the Contractor and the Museum can mutually agree on any alternative means of dispute resolution or procedures for resolving any claims by the Contractor.

29. Other Contractors

The the Museum reserves the right to let separate agreement to other contractors in connection with any on-going project, which Work may form a part of the Contractor's project or that of the Museum's own Work forces.

When separate agreements are awarded for different parts of the project, or part of the work is performed by the Museum's own work forces, the Museum shall:

- (a) provide for the co-ordination of the work of his own forces and of each separate agreement or with the work in its agreement and
- (b) ensure that insurance coverage is provided to the same requirements as is mentioned in insurance clause (forty one) 41 of this document and any subsequent General Terms and Conditions which may change the existing clause to comply with the Work situation in the Contractor's agreement.

It may be a requirement that the Contractor may have to co-ordinate its Work with that of other Contractors, hired by the Museum or other workers who are part of the Museum. The

Contractor's Work may need to connect with the subsequent Work as indicated in the Agreement. Should there be a change in the scope of Work required for the planning and performance of this co-ordination and connection, the changes must be authorized by a Change Order.

The Contractor shall report any deficiencies in the other contractors' Work to the Museum Project Authority in writing and, where applicable, to the Consultant. Failure of the Contractor to report any deficiencies shall invalidate any claims against the Museum by reason of the deficiencies of other contractors' Work except to those of which the Contractor was not made reasonably aware.

The the Museum agrees to take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the Work of other contractors working on the same project.

30. Canadian Labour and Materials

The Contractor shall use best effort to use Canadian labour and material in the performance of the Work to the full extent to which they are available, and consistent with proper economy and the expeditious carrying out of the Work.

31. Non-Performance - Waiver

The failure by the Museum to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise and enforcement thereof at any time or times thereafter unless such waiver is evidenced by writing.

32. Obligations Joint and Several

If two or more Contractors are liable under the terms of this Agreement to the Museum, their obligations shall be both joint and several.

33. Amendments

No change or modification of this Agreement shall be valid unless it be in writing and signed by each party.

34. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings, negotiations and discussions between them, whether written or oral, relating to this subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

35. Further Documents

The Contractor will, at his expense, promptly and duly execute and deliver to the Museum such further documents and assurances, and take such further action as the Museum may from time to time request, in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights, interest and remedies intended to be created in favour of the Museum.

36. Governing Law

Unless otherwise specified, this Agreement shall be governed by and construed in accordance with the law of the place where the Work is being conducted.

37. Counterparts

This Agreement may be executed in any number of counterparts and all these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.

38. Execution of Document

A facsimile executed copy of the Agreement shall be binding on the parties provided that the parties agree to execute an original copy of the said Agreement within a reasonable time after production of the facsimiled copy.

39. Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

40. Compliance with Applicable Laws (*Fair Wages Act*)

In performing its obligation under this Agreement, the Contractor hereby undertakes to comply with all laws, regulations, ordinances and codes established from time to time by any federal, provincial, municipal or other governmental authority relating to the Work.. Without limiting the generality of the foregoing, if applicable, the Contractor covenants to comply with the provisions of the Fair Wages and Hours of Labour Act ("FWHLA") and notably, shall ensure that all persons in the employ of the Contractor or Subcontractor shall be paid fair wages as that term is defined in the FWHLA.

The following clauses will be enforced where applicable.

41. Insurance

The Contractor shall, at his/her own expense, procure and maintain in force for the duration of this Agreement:

- i. Commercial General Liability insurance, with a minimum limit of five million dollars (\$5,000,000.00) in Canadian funds including coverage for personal injury, bodily injury (including death) and property damage for any one occurrence or series of

occurrences arising from one cause, no aggregate, and with a maximum deductible of five thousand dollars (\$5,000.00). The policy shall provide coverage for, but not be limited to, all premises and operations of the Contractor, non-owned automobile, contractual liability and liability specifically assumed under this Agreement. The Museum shall be added to the policy as an additional insured and the policy shall contain a cross-liability clause. The coverage afforded to the Museum as an additional insured shall include, but not be limited to, negligence on the part of the Contractor arising out of this Agreement.

- ii. All Risk Property insurance of sufficient limit to cover all property of the Museum entrusted to the Contractor.
- iii. Worker's Compensation or workplace insurance as required by statute in any Province or Territory where any employee of the Contractor or any Subcontractor may be domiciled or, if applicable, where the site of the Work is located.

The Contractor shall deliver to the Museum, at the time of the signing of this Agreement, a certificate or certificates of insurance as evidence that the required coverages are in effect and that the Museum shall be given sixty days' prior written notice of cancellation, or expiry of or material change to, such coverage.

The foregoing insurance provision shall not limit the insurance required by municipal, provincial and federal law. The insurance coverages shall be underwritten by an insurer that is licensed in the provinces in which the Contractor is conducting business under this Agreement. It shall be the sole responsibility of the Contractor to determine what additional insurance coverages, if any, are necessary and advisable for its own protection or to fulfill its obligation under this Agreement. Any such additional insurance shall be provided and maintained by the Contractor at his/her own expense.

42. Warranty

- (a) Unless otherwise provided in the Agreement and notwithstanding prior inspection and acceptance of any Work by the Museum and without restricting any other terms of the Agreement or any condition, warranty or provision implied or imposed by law, the Contractor warrants that for a period of twelve (12) months from the date of completion of the Work, the Work shall be free from all defects in material and workmanship and conform with the requirements of any Agreement between the parties.
- (b) In the event of a breach of the Contractor's warranty set out in subsection (a), the Contractor, on the request of the Museum to do so, shall redo, correct or make good at its own option and expense the Work found to be defective or in non-conformity with the requirements of any the Museum Agreement.
- (c) If the Work or any part thereof is found to be defective or non-conforming, the Museum may, but is not obliged to, require that the repair or replacement take place at the Contractor's plant or place of business and not at the Work Site and the Contractor shall be responsible for any costs incurred during moving and correcting the defective or non-conforming Work.
- (d) If the Contractor fails to correct the defect or deficiency within seven (7) days upon receipt of written notification from the Museum, the Museum may correct the defect or

deficiency and the costs incurred shall be deducted from any money owing to the Contractor under this or any other Agreement between the parties.

- (e) The equipment supplied by the Contractor shall be warranted against defects in manufacturing and installation for one (1) year after final system acceptance by the Museum Project Authority/Manager, or for any other longer period stated in the technical specifications. These product warranties shall be issued by the manufacturer for the benefit of the Museum.

43. Labour Dispute at the Work Site/Post Employment Code

Contractor shall take all reasonable action to prevent any strikes, lockouts, picketing, boycotts and other labour disputes at the Work site or any other disruptive actions affecting the Museum, its affiliates, the services or the building. In the event of a strike or lockout involving Contractor personnel which results in Contractor being unable to perform all or a portion of the services, Contractor shall, with the Museum's approval, take whatever steps are necessary to maintain the performance of services and to provide such performance with the least effect on the normal operations of the Museum, its affiliates and all other occupants of the Building. The the Museum reserves the right to make whatever arrangements are necessary to maintain the cleanliness of the building and perform the other services set forth in this Agreement and, pursuant thereto, to use whatever equipment the Contractor has in the building for cleaning purposes. Whether as a result of a strike or otherwise, if Contractor fails to perform its obligations hereunder within a period of twenty-four (24) hours following receipt of written notice of such failure, the Museum shall have the right to terminate this Agreement without notice to Contractor and employ another contractor to perform Contractor's obligations hereunder and to take any other steps it deems necessary to ensure that the Work to be performed hereunder is done so in a timely and orderly manner.

It is a term of any the Museum Agreement that no individual, for whom the Post-Employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions; and that during the term of any type of this Agreement any persons engaged in the course of carrying out such Agreement shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders, (which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service. Should an interest be acquired during the life of any the Museum Agreement that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Contracting Authority.

44. Alterations of Drawings and/or Specifications

The the Museum reserves the right to request alterations of any drawings and specifications from time to time, and, unless reasonableness objection is made thereto, the Class Drawings supplied thereafter or Work thereafter executed by the Contractor or a subsequent Subcontractor shall be altered accordingly, with such necessary changes in price and of the time or times for delivery as may be agreed upon by all parties, provided however, changes shall not be required by the Contractor or a subsequent supplier or Subcontractor in respect of supplies manufactured for commercial sale.

45. Suspension of Work and Change in Specifications

The the Museum may at any time or from time to time order the suspension of work in whole or in part, as described on the Agreement, and make modifications of, and changes in or additions to the specifications, changes in methods of delivery, packaging, change in the date or location of delivery. All directions given by the Museum with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition of the Work shall result in a monetary increase or decrease of the cost of the Work, the Agreement price shall be amended and adjusted accordingly, provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.