General Conditions
For Goods
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1 INTERPRETATION

1.1 Contract: means the contract arising from the acceptance of the Purchase Order (PO) by the Contractor for the supply of the Goods or for completing the Work; or, as the case may be, a written agreement executed by the Museum and the Contractor.

1.2 Contractor: means the person, entity or entities named in the Contract to complete the Work or to supply goods and/or services to the Museum.

1.3 Goods: means the goods to be supplied by the Contractor pursuant to the issuance of the Contract.

1.4 Work: means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract. Where the context requires, of which “Goods” may be a whole or part.

1.5 Party: means the Museum, the Contractor, or any other signatory to the Contract and "Parties" means all of them.

1.6 The Museum: means the Canadian Museum of History and/or the Canadian War Museum.

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

2 TAXES

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

2.2 The Museum is required to pay applicable taxes.

2.3 Applicable taxes will be paid by the Museum as provided in the Invoicing section. It is the sole responsibility of the Contractor to charge applicable taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of applicable taxes paid or due.

2.4 The Contractor is not entitled to use the Museum’s exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

2.5 Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

3 TRANSPORTATION COSTS

3.1 The prices are F.O.B. at the named destination and include all charges for packing, loading, unloading and transportation unless otherwise specified herein. Should the Contractor prepay transportation charges which are payable by the Museum under the terms of the Contract, these charges are to be shown as a separate item on the invoice. If there is carload shipment, shipping notices must be sent immediately to Museum showing car number, initial and routing. Car service will be deducted for all cars that reach the Museum without shipping notice.

3.2 If transportation costs are payable by the Museum under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.
4 SHIPMENT DOCUMENTATION

4.1 For the shipment of Goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If the Goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

5 RISK

5.1 The Goods shall be at the risk of the Contractor, who shall bear all loss or damage, from whatsoever cause arising, which may occur to the Goods, or any part thereof, until delivered to the Museum. The Museum reserves the right to change the place of delivery at any time prior to actual shipment, provided that the Contractor shall be entitled to be reimbursed for any actual increased cost or shall reduce the prices to the extent of any decreased cost, arising out of such change.

6 CONDITION OF GOODS

6.1 Goods must be new and unused unless specified otherwise herein and delivered strictly in accordance with the quantities, specifications and terms and conditions of the Contract.

7 LANGUAGE OF THE CONTRACT

7.1 The Contract will be drawn up in English or in French, depending on the language requested by all Parties hereto.

8 INVOICING

8.1 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 the Contract or for payment after delivery and acceptance of the Work. All invoices must clearly show the Contract 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

8.2 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery and must show:

.1 details of expenditures (such as item, quantity, unit of issue, unit price, hourly rates and level of effort, subcontracts, mark-up, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;

.2 deduction for holdback, if applicable;

.3 the extension of the totals, if applicable; and

.4 if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

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

8.3 The Contractor must, upon request by the Museum, provide a solemn declaration certifying that it has paid the corresponding requests for payment by the subconsultants or the subcontractors.

8.4 The Contractor acknowledges that payment of invoices submitted to the Museum shall be paid on the latter of the following two dates:
within thirty (30) days following the date on which all of the Work has been completed in accordance with the terms of the Contract; or

.2 within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract.

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 should, 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.

9 COMMENCEMENT AND PERFORMANCE OF THE CONTRACTOR’S WORK

9.1 The Contractor shall not commence Work until a written Contract has been executed by both Parties or unless the Contracting Authority provides the Contractor with written authorization (a PO) to proceed with the Work at an earlier time.

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

10 FRAUD

10.1 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.

11 TIME OF THE ESSENCE

11.1 It is essential that the Work be performed within or at the time stated in the Contract.

12 DELAYS

12.1 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, consider the delay as an “Excusable Delay” and extend the time for completing the Work so delayed. In such a case, the Contractor must also advise the Contracting Authority, within five (5) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

12.2 The Museum will not be responsible for any costs incurred by the Contractor or any of its subconsultants, subcontractors or agents as a result of an Excusable Delay.

13 INSPECTION AND ACCEPTANCE OF THE WORK

13.1 All the Work is subject to inspection and acceptance by the Museum. Inspection and acceptance of the Work by the Museum do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. The Museum will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor’s expense.

14 WARRANTY

14.1 The Contractor expressly warrants that the Goods will conform to the specifications, drawings, samples or descriptions furnished to or by Museum and will be of marketable quality, of good material and workmanship and free from defect. In addition, the Contractor acknowledges that they know of
Museum’s intended use of the Goods and expressly warrants that the Goods will be fit and sufficient for the purposes intended by the Museum. In supplement of, and not by way of substitution for, the terms of the specifications or any warranty stipulated or implied by law, and notwithstanding prior acceptance of the Goods by the Museum, the Contractor shall at any time within its standard warranty period, at its own expense replace any Goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship. The Contractor shall state its standard warranty period and related terms and conditions at the time of delivery.

14.2 Despite inspection and acceptance of the Work by or on behalf of the Museum and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by the Museum to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor’s or manufacturer’s standard warranty period, whichever is longer.

14.3 The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 14.1, for the greater of:
   a. the warranty period remaining, including the extension, or
   b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

15 OWNERSHIP

15.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to the Museum after delivery and acceptance by or on behalf of the Museum.

15.2 However, if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by the Museum belongs to the Museum upon such payment being made. This transfer of ownership does not constitute acceptance by the Museum of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

15.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to the Museum in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

15.4 Upon transfer of ownership to the Work or any part of the Work to the Museum, the Contractor must, if requested by the Museum, establish to the Museum's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that the Museum may require.

16 INTELLECTUAL PROPERTY AND COPYRIGHT

16.1 The Contractor warrants that it has the right to use, sell, license, supply, install or otherwise allow the exploitation of the Goods by the Museum. The Contractor agrees to indemnify and hold harmless the Museum against any claims for royalties, fees or other claims or demands in relation to the use of Goods by the Museum.

17 TITLE

17.1 Notwithstanding any terms of the Contractor’s invoice to the contrary, title to the Goods shall be vested in the Museum at the time of delivery of the Goods in good condition and the Contractor waives any right to any lien, charge or other restriction on title implied by law.

18 PROJECT AUTHORITY

18.1 The Project Authority’s powers and responsibilities shall be as follows:
.1 the Project Authority manages the Work and is accountable for its complete lifecycle;
.2 the Project Authority is responsible for all queries related to the Work;
.3 when required, the Project Authority recommends, with proper justifications, the granting of extensions and/or amendments to the Contract;
.4 the Project Authority certifies the Contractor’s invoices that work has been completed according to contract;
.5 the Project Authority authorizes the project closure;
.6 the Project Authority produces and communicates Contractors’ performance data.

19 CONTRACTING AUTHORITY
19.1 The Contracting Authority’s powers and responsibilities shall be as follows:
.1 the Contracting Authority is responsible for all queries related to the terms of the Contract and for its amendments;
.2 the Contracting Authority has the sole power to authorize any changes to the Contract;
.3 the Contracting Authority has the sole power to contractually bind the Museum;
.4 the Contracting Authority is responsible for dispute resolution arising out of the Contract.

20 TERMINATION WITH NOTICE
20.1 The Museum may, at any time, by giving notice to the Contractor, terminate or suspend the Contract with respect to all or any part or parts of the Work not completed.
20.2 Provided the Contractor is not in breach of its Contract, 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 the Contract. Where there are no provisions in the Contract 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.
20.3 Payment and reimbursement under the provisions of the Contract 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 the Contract or the part thereof so terminated.
20.4 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.

21 TERMINATION FOR CAUSE
21.1 The Museum may, by written notice to the Contractor, terminate the whole or any part of the Contract if:
.1 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;
.2 the Contractor fails to perform any of the Contractor’s obligations under the Contract, or, in the Museum’s view, so fails to make progress and thus endangers performance of the Contract in accordance with its terms.
21.2 In the event that the Museum terminates the Contract 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 the Contract.
21.3 Upon termination of the Contract 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 the Contract. 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 the Contract 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.

22 RIGHT OF SET-OFF

22.1 Without restricting any right of set-off given by law, the Museum may set-off against any amount payable to the Contractor under the Contract, any amount payable to the Museum by the Contractor under the Contract or under any other current contract. The Museum may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to the Museum by the Contractor which, by virtue of the right of set-off, may be retained by the Museum.

23 INTERNATIONAL SANCTIONS

23.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

23.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

23.3 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 20.

24 HARASSMENT IN THE WORKPLACE

24.1 The Contractor acknowledges the responsibility of the Museum to ensure, for its employees, a healthy work environment, free of harassment.

24.2 The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees, subconsultants or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, Contractor or other individual employed by, or under contract with the Museum. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor’s response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

25 HEALTH AND SAFETY

25.1 Contractors must provide safe and healthy workplaces and comply with relevant health and safety laws. We expect the Contractors to provide all their employees with adequate information and instruction on health and safety concerns and to enable their employees to meet their responsibilities for the maintenance of a safe and healthy workplace.

26 STATUS OF THE CONTRACTOR

26.1 Nothing in the Contract shall be construed to place the Parties in the relationship of partners, joint venture or employer and employee, and neither Party has the power to bind the other in any manner whatsoever. The Contractor is engaged under the Contract as an independent Contractor. Neither the Contractor nor any of its 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.

27 POWERS OF THE MUSEUM

27.1 The Museum is the agent of Her Majesty the Queen in the Right of Canada for all purposes of the Contract. Nothing contained in or omitted from the Contract 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 the Contract or otherwise shall be cumulative and non-exclusive.

28 ASSIGNMENT AND SUBCONTRACTING

28.1 The Contractor shall not assign the Contract 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 its obligations under the Contract or impose any liability upon the Museum. In any subcontract, the Contractor agrees to bind the subconsultant and subcontractor by the same conditions by which the Contractor is bound under the Contract.

29 THE MUSEUM PROPERTY

29.1 The Contractor must take reasonable and proper care of the Museum Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

30 INDEMNITY AGAINST CLAIMS

30.1 The Contractor shall indemnify and hold the Museum, its directors, employees and agents, harmless from and against any liability, claims, demands or expenses (including reasonable solicitor and client fees) for damages to the property of or injuries (including death) to the Museum, its employees or any other person, arising from or in connection with the use by the Museum of the Goods, except for liability, claim or demand arising out of the sole negligence of the Museum. The Contractor's liability to indemnify or reimburse the Museum under the Contract shall not affect or prejudice the Museum from exercising any other rights under law.

30.2 This Clause shall survive suspension, termination or completion of the Contract.

31 REPRESENTATION BY THE CONTRACTOR

31.1 The Contractor represents and warrants that:

.1 it is competent to perform the Work;

.2 it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and

.3 it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

31.2 The Contractor must:

.1 provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies in the performance of similar Services at the time when and at the location in which the Services are provided;

.2 supply everything necessary to perform the Work;

.3 use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;

.4 select and employ a sufficient number of qualified people;
perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the scope of work or the specifications and all the requirements of the Contract;

submit in a timely manner to the Museum, for approval, a time schedule for the Services to be performed, in detail appropriate to the size and complexity of the Contract, and in the prescribed format.

adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for such changes, and obtain the approval of the Museum.

provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

31.3 Codes, By Laws, Licences, Permits

For professional and design services, the Contractor shall comply with all statutes, codes, regulations and by laws applicable to the design and where necessary, shall review the design with those public authorities having jurisdiction in order that the consents, approvals, licences and permits required for the contract be applied for and obtained.

32 ACCOUNTS

32.1 The Contractor shall:

keep accounts and records of the cost of performing the Contract 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 the Contract is terminated or completed; and

on demand, produce to the Museum every account, record or document mentioned in paragraph 32.1.1 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.

33 BRIBERY AND CONFLICT OF INTEREST

33.1 The Contractor represents and warrants that:

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 the Contract by the Contractor; and

the Contractor has not employed any person to solicit or secure the Contract for a commission, percentage, brokerage or contingent fee; and

the Contractor has no pecuniary interest in the business of any third party that would affect its objectivity in carrying out the Work.

34 CONFIDENTIALITY

34.1 The Contractor acknowledges that the present Contract 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 the Contract 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.
35  NOTICES

35.1 Where in the Contract 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 Contract.

To the Museum:

| To the Project Authority for work related issues and as determined in the Contract. |
| To the Contracting Authority for all other related issues and as determined in the Contract. |

36  SEVERABILITY

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

37  ADMINISTRATORS AND ASSIGNS

37.1 Subject to the terms hereof, the Contract shall ensure to the benefit of, and be binding upon, the respective heirs, executors, administrators, successors and assigns of the Parties hereto.

38  MEMBERS OF THE HOUSE OF COMMONS

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

39  COOPERATION WITH OTHER CONTRACTORS

39.1 Where in the opinion of the Museum and as applicable, 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 carrying out of their duties and obligations.

40  OFFICIAL LANGUAGES

40.1 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.

41  DISPUTES

41.1 All claims by the Contractor against the Museum relating to the Contract shall be in writing and shall be submitted to the Contract Authority within thirty (30) 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 Contract 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.

42 OTHER CONTRACTORS

42.1 The the Museum reserves the right to let separate contracts 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.

42.2 When separate contracts 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:

1. provide for the co-ordination of the work of its own forces and of each separate contract or with the work in its Contract, and

2. ensure that insurance coverage is provided to the same requirements as it is mentioned in the Insurance Clause #48 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.

42.3 It may be a requirement that the Contractor may have to co-ordinate its Work with that of other consultants or contractor, 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 Contract. 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.

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

42.5 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.

43 CANADIAN LABOUR AND MATERIALS

43.1 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.

44 NON-PERFORMANCE - WAIVER

44.1 The failure by the Museum to exercise or enforce any right conferred upon it under the Contract 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.

45 OBLIGATIONS JOINT AND SEVERAL

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

46 AMENDMENTS

46.1 No change or modification of the Contract shall be valid unless it be in writing and signed by each party.

47 ENTIRE CONTRACT

47.1 The Contract 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 the Contract 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 the Contract.
No party shall have any claim for innocent or negligent misrepresentation based upon any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.

48 FURTHER DOCUMENTS

48.1 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 the Contract and to establish and protect the rights, interest and remedies intended to be created in favour of the Museum.

49 GOVERNING LAW

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

50 COUNTERPARTS

50.1 The Contract 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.

51 EXECUTION OF DOCUMENT

51.1 A facsimile, scanned or electronic executed copy of the Contract and associated documents shall be binding on the Parties.

52 COMPLIANCE WITH APPLICABLE LAWS

52.1 In performing its obligation under the Contract, 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 and whenever applicable, the Contractor undertakes to comply with to provincial (or territorial) employment standards, occupational health and safety rules, and human rights legislation and notably, shall ensure that all persons in the employ of the Contractor or subconsultant and subcontractor shall be paid fair wages.

52.2 The Contractor must provide evidence of compliance with such laws to the Museum at such times as the Museum may reasonably request.

52.3 The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Museum.

53 LABOUR DISPUTE AT THE WORK SITE/POST EMPLOYMENT CODE

53.1 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 the Contract 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 the Contract 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.

53.2 It is a term of the Museum Contract 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 the Contract unless that individual is in compliance with the applicable post-employment provisions; and that during the term of any type of the Contract any persons engaged in the course of carrying out such Contract 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 Contract 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.

54 ALTERATIONS OF DRAWINGS AND/OR SPECIFICATIONS

54.1 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 subconsultant or 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 subconsultant or subcontractor in respect of supplies manufactured for commercial sale.

55 SUSPENSION OF WORK AND CHANGE IN SPECIFICATIONS

55.1 The Museum may at any time or from time to time order the suspension of work in whole or in part, as described in the Contract, 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 immediately 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 Contract 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.

56 INTEGRITY AGREEMENT

56.1 To ensure fairness, openness and transparency; by accepting a PO (or entering into a Contract), the Contractor agrees that they are eligible to do business with the Museum and certifies that they have not been convicted in any Federal or Provincial Court for the following:

1. Any kind of fraud under the Financial Administration Act, whether Federal or Provincial;
2. Any kind of fraud, bribery, perjury, extortion or falsification against any Government under the Criminal Code of Canada;
3. Participation in activities of criminal organizations and or Money Laundering;
4. Corruption, collusion, bid-rigging or any other anti-competitive activity under the Competition Act;
5. Income and excise tax evasion, whether Federal or Provincial;
6. Bribery a foreign public official;
7. Offences in relation to drug trafficking; and
8. Payment of a contingency fee to a person to whom the Lobbying Act applies.

56.2 The Museum will declare a Contractor non-conforming in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified above is found to be untrue, in any respect, by the Museum.

56.3 The Museum will have the right to terminate the Contract for default if:
1. It is determined, after Contract award, that the Contractor made a false declaration, or

2. During the Contract, the Contractor is convicted for any of the conducts stated above; in this case the Contractor will have the obligation to disclose promptly such circumstance.

56.4 By accepting a PO (or entering into a Contract), the Contractor agrees with this clause and solemnly affirms that all individuals who directly or indirectly control the company, corporation, or sole ownership; including its organizations, corporate bodies, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors are eligible to be awarded a Contract with the Museum, and that such persons can complete all of the certifications as noted above.

57 NON-DISCLOSURE AGREEMENT

57.1 THIS NON-DISCLOSURE AGREEMENT (hereinafter called "Agreement") is entered into between The Canadian Museum of History, located at 100 Laurier Street, Gatineau, Quebec (hereinafter called "the Museum") and the Contractor (hereinafter called "Company") accepting a PO or entering into a Contract with the Museum.

57.2 WHEREAS the Museum and the Company are willing to disclose to each other certain confidential and/or proprietary information (hereinafter called “Confidential Information”) or the purpose of this solicitation hereinafter called “Project”;

NOW, THEREFORE, in consideration of the covenants hereinafter contained and other good and valuable consideration, the Parties agree as follows:

1. Each party agrees to disclose (hereinafter called the “Disclosing Party”) to the other party (hereinafter called the “Receiving Party”) such portion of Confidential Information as the Disclosing Party considers necessary and appropriate in the circumstances for the purposes of the Project. All Confidential Information disclosed hereunder in written, printed or some other tangible form shall be clearly and conspicuously marked by the Disclosing Party with the word "CONFIDENTIAL" or otherwise identified by an appropriate stamp or legend indicating its confidential and/or proprietary nature. All Confidential Information disclosed hereunder verbally or visually will be identified by the Disclosing Party as confidential at the time of disclosure and shall be confirmed as such in writing by the Disclosing Party within fifteen (15) days of its disclosure to the Receiving Party.

The Receiving Party agrees to hold all Confidential Information disclosed hereunder by the Disclosing Party in confidence for Perpetuity from the date of its receipt hereunder and to use the same degree of care, to prevent any unauthorized disclosure or publication thereof, as it uses to protect its own confidential information of a like nature, provided, however, that in no event shall the Receiving Party employ less than a reasonable degree of care. The Receiving Party agrees not to disclose or divulge any such Confidential Information to anyone except their employees who have a need to know same and are directly involved in the Project, provided the Receiving Party obtains from such employees in advance of any disclosure of such Confidential Information their agreement to keep same confidential on the same terms and conditions that apply to the Receiving Party pursuant to this Agreement.

2. The Receiving Party further agrees not to use any of the Confidential Information disclosed hereunder by the Disclosing Party for any purpose other than for the Project for the period of time identified in paragraph 1 above from the date of its receipt hereunder, without the prior written consent of the Disclosing Party.

3. All Confidential Information disclosed pursuant to this Agreement and all documents relating thereto disclosed hereunder shall remain the property of the Disclosing Party and shall be returned promptly by the Receiving Party to the Disclosing Party together with any copies thereof upon receipt by the Receiving Party of a written request from the Disclosing Party therefor, which the Disclosing Party may make at any time and from time to time.

4. The foregoing obligations imposed upon the Receiving Party to keep all Confidential Information disclosed hereunder by the Disclosing Party in confidence and not use any thereof for any purpose other than for the Project, shall not apply to any such information which the Receiving Party can
show:

(a) is already in the possession of the Receiving Party at the time of receiving the same from the Disclosing Party without any obligation of confidentiality as shown by the prior records of the Receiving Party;

(b) is published or becomes available within the public domain otherwise than as consequence of a breach by the Receiving Party of its obligation not to disclose any of the Disclosing Party's Confidential Information;

(c) is lawfully received by the Receiving Party from any third party without restriction on disclosure or use, and without breach of this Agreement;

(d) is independently developed without any breach of this Agreement by the Receiving Party's personnel who have not had access to any of Confidential Information; or

(e) is approved in writing by the Disclosing Party for release or other use by the Receiving Party according to terms stipulated in such approval.

5. Except as otherwise expressly permitted hereunder, no license under any trade secret, patent, patent application, industrial design, trademark, copyright, mask work, confidential process, formula, plan, computer program, data or other valuable Confidential Information or know-how is granted to the Receiving Party or can be implied by disclosure to the Receiving Party by the Disclosing Party of any of Confidential Information hereunder. The Disclosing Party shall use all reasonable efforts to attempt to provide information hereunder to the Receiving Party that is accurate and sufficient for the purposes of the Project. The Disclosing Party, however, shall not assume any responsibility whatsoever with the respect to the accuracy or sufficiency of such information.

6. This Agreement shall continue for Perpetuity from its effective date, subject, however, to the proviso that either party may terminate this Agreement at any time during the period upon reasonable prior written notice to the other party. Unless previously returned pursuant to paragraph 3 above, upon the expiration or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party all Confidential Information and all documents relating thereto together with any copies thereof. The obligations concerning disclosure and use of Confidential Information imposed hereunder shall survive the expiration or termination of this Agreement and shall continue to bind the Receiving Party, its successors, permitted assigns and their representatives for the balance of the period of time identified in paragraph 1 above then outstanding from the date of first receipt of such Confidential Information hereunder or with respect to any applicable portion thereof, until the effective date of any of the events recited in paragraphs 4 (b), (c), (d), or (e) above, whichever occurs first.

7. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all proposals, negotiations, representations, warranties, conditions and agreements, collateral or otherwise, oral or written, made prior to the execution hereof and related to the subject matter hereof. Any modification or amendment to this Agreement must be in writing, having direct reference to this Agreement and must be signed by authorized representatives of both Parties. The invalidity of any provisions hereof shall not affect any remaining provisions.

8. This Agreement and the rights and obligations granted to and undertaken by the Parties shall not be assignable or transferable, in whole or in part, by either party without the prior written consent of the other party.

9. This Agreement shall be governed and interpreted in accordance with the laws of Canada applicable therein. The Parties shall comply with the applicable laws relating to the import, export and re-export of Confidential Information disclosed pursuant to this Agreement.

10. All notices, requests and other communications and Confidential Information pursuant to this Agreement shall be addressed as follows:
In the case of the Museum: To the Contracting Authority, Canadian Museum of History, 100 Laurier Street, Gatineau, Quebec, K1A 0M8.

In the case of Company: To the Contractor’s Authorized Representative.

Any notice, request or other communication forwarded hereunder shall be deemed to have been received: if delivered by hand, at the time of delivery; if emailed or sent by facsimile transmission, on the first business day (days other than Saturdays, Sundays and statutory holidays) of addressee after it has been transmitted; and if mailed, on the tenth business day (days other than Saturdays, Sundays and statutory holidays) of addressee after it has been mailed by certified or registered mail; except, however, in the event of an interruption in mail service in the country of domicile of either party in which case receipt shall be deemed to occur when such notice is actually received. An address for service hereunder may be changed by either party from time to time by written notice to the other party.

11. Each party agrees not to use the other party's name in any way for advertising or promotional purposes, or to make any disclosure to any third party or any public announcement regarding the existence or content of this Agreement, with the exception of its external legal counsel and/or public accounting firm when reasonably required, without obtaining the prior written consent of the other party.

12. Neither party has any obligation by virtue of this Agreement to procure from or sell to the other party any goods or services.

13. IN WITNESS WHEREOF the Contractor hereto has caused this Agreement to be agreed to by accepting a PO or entering into a Contract with the Museum.

58 ALCOHOL AND DRUGS

58.1 This General Condition (GC) is in effect at both the Canadian Museum of History (CMH) and the Canadian War Museum (CWM).

58.2 The Contractor must ensure that their employees, all their sub-contractors and their personnel are fit when reporting to work and remain fit throughout their work day, free from the effects or after-effects of alcohol and drugs, including cannabis products, that may impair their ability to perform their duty in a safe and productive manner.

58.3 For the safety and security of all Persons, the consumption of alcohol and drugs, including cannabis products, on all CMH and CWM premises is strictly forbidden.

58.4 Any employee who arrives at work and determines that they may be impaired by alcohol or drugs, including cannabis and/or prescribed medication, must notify their supervisor. The Contractor shall relieve the employee of their duty and confidentiality shall be respected and maintained when possible.

58.5 Any employee who suspects that a co-worker is working under the influence of alcohol, cannabis products, prescription drugs or illegal drugs must immediately notify a supervisor. Every measure should be taken to keep such reports confidential.

58.6 It is strictly forbidden for any employee to traffic, provide, produce, sell, trade, manufacture, distribute, or offer for sale any alcohol, drugs, including cannabis products, or otherwise engage in the use of illegal drugs or the improper use of drugs, including prescription drugs, while on CMH or CWM premises including during breaks or while at a work-related function or event.

58.7 Where an employee believes they have or may have an alcohol or drug addiction that interferes or may interfere with their ability to work safely and productively, and to comply with all CMH and CWM policies, the employee must notify their supervisor immediately.

58.8 The Contractor, its superintendent and/or its supervisor must ensure that all their personnel, subcontractor(s) and the subcontractor personnel adhere to all aspects of this GC. Personnel in breach of this GC will be escorted at the Contractor’s expense out of the Museum premises. Failure to comply with this GC will result in consequences up to and including Contract termination.
59  SMOKE-FREE WORKPLACE

59.1 This GC is in effect at both CMH and CWM.

59.2 This clause covers the use of all smoke-related products, including e-cigarettes, cigars, tobacco and its derivatives and cannabis and its derivatives. This is intended to make both sites healthier working environments. It will apply to all persons working or visiting the premises. Smoking is prohibited in the interior and exterior Museum spaces, including the parking garages and exterior parking lots (See map in Appendix 1).

59.3 Smoking is also prohibited in any CMH owned vehicle.

59.4 The Contractor, its superintendent and/or its supervisor must ensure that all their personnel, subcontractor(s) and the subcontractor personnel adhere to all aspects of this GC. Personnel in breach of this GC will be escorted at the Contractor's expense out of the Museum premises. Failure to comply with this GC will result in consequences up to and including Contract termination.

Definitions related to Clauses 58 and 59:

**Prescription drugs:** means a drug, a narcotic, or a substance, that has been duly authorized by a health professional registered and licensed under the law of a province to practice medicine and/or dispense such drugs.

**Illegal drugs:** means drugs and other substances that are prohibited or restricted pursuant to the Controlled Drugs and Substances Act, or a regulation thereunder, as amended from time to time, and pursuant to any and all other related statutes and regulations.

It also means prescription drugs, where the use or possession of which has not been duly authorized by a health professional registered and licensed under the law of a province to practice medicine and/or dispense such drugs.

**Cannabis products:** means cannabis in any form, including but not limited to its preparations and derivatives, regardless of whether its use or possession was duly authorized by a health professional registered and licensed under the law of a province to practice medicine and/or to dispense such products.

**Influence of alcohol or drugs:** the symptoms of influence may include but are not limited to any degree of, impairment of mental abilities, slurred speech, difficulty in maintaining balance, misbehaviour and changes in personality, dizziness, impairment of motor abilities, increase in loudness, exaggerated behaviour, redness of eyes, sleepiness, and any other departure from normal behaviour.

**Museums premises:** Buildings of the CMH and CWM, including but not limited to all spaces within CMH and CWM complex, offices, reception areas, lobbies, corridors, hallways, stairwells, washrooms, indoor parking areas, cafeterias, dining rooms, lounges, institutional vehicles and all areas of the Museums’ sites open to the public.

**Buildings of the CMH and CWM:** Include Parc Laurier complex in Gatineau and Canadian War Museum complex in Ottawa.

**Interior spaces:** All spaces within CMH and CWM complex including but not limited to offices, reception areas, lobbies, corridors, hallways, stairwells, washrooms, indoor parking areas, cafeterias, dining rooms, lounges and institutional vehicles.

**Outside spaces:** All open areas of the CMH and the CWM owned or leased, including exterior parking lots.

**Persons:** People working at and visiting the premises including but not limited to, employees, interns, volunteers, students, research associates, fellows, visiting or resident scholars, and visitors.

**Smoking:** Holding or having control over any ignited product or device, including smokeless devises containing an ignited product.

**Products:** cigarettes, cigars, tobacco, tobacco derivatives, cannabis, electronic-cigarettes (e-cigarettes) or any other smoking product.