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1 INTERPRETATION

1.1 Contractor: The term “Contractor” includes “Consultant”, “Designer”, “Artist” or “Service provider” as the case may be; it means the person, firm, agency, consultant or entity who is registered, licensed or otherwise authorized to practice in the province or territory of the Place of the Work, and will be engaged by the Museum to provide services, design, studies, and/or other specialized services for the completion of the Work.

1.2 Deliverables: means the services and/or deliverables set out in the LOA documents.

1.3 LOA: means the contract arising from the acceptance of the Letter of Agreement by the Contractor for the completion of the Work described in the LOA documents.

1.4 Place of the Work: means the designated site or location of the project for the Work identified in the LOA documents.

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

1.6 Services: means the services or deliverables to be performed by the Contractor as described in the LOA documents pursuant to the issuance of the LOA.

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

1.8 Work: means all the services, activities, goods, matters and things required to be done, delivered or performed by the Contractor under the LOA (i.e. the total work described in the LOA documents).

1.9 In the LOA documents, 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 LOA 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 LOA.

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 LOA (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 LANGUAGE OF THE CONTRACT

3.1 The LOA will be drawn up in English or in French, depending on the language requested by all parties hereto.

4 INVOICING

4.1 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 LOA. All invoices must clearly show the LOA 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

4.2 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 LOA. 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.

4.3 Fees

.1 Subject to the terms and conditions of the LOA, and in consideration for the performance of the Services, the Museum shall pay to the Contractor a sum of money calculated in accordance with the provisions herein.

.2 The Contractor's fees are only payable when the Contractor has performed the Services as determined by the Museum. Payment in respect of a Service or part of a Service is not to be deemed a waiver of the Museum’s rights of set off at law or under the LOA for costs or expenses arising from default or negligence of the Contractor.

.3 The maximum amount payable under the LOA, including fees and disbursements, shall not exceed the sum specified in the LOA particulars, without the prior written authorization of the Museum.

4.4 Fee Arrangement(s) for Services

.1 The fee to be paid to the Contractor for the Services described in the LOA shall be determined by one or more of the following arrangements as specified in the LOA:

   a. Fixed Fee - may be in the form of a fixed lump sum or an amount made up of fixed unit prices multiplied by a number of units of deliverables in the amount(s) specified in the LOA.

   b. Time Based Fee - may be in the form of a Maximum Upset Fee or a Budget Fee.

      i. Maximum Upset Fee means the Contractor is expected to complete the services within this upset fee unless changes to the Scope of Work increase the level of effort.

      ii. Budget Fee is used when the Scope of Work is not well defined, and the Museum wants to establish a budget envelope.

.2 Personnel shall be paid at the hourly rates quoted in the Contractor’s Price Proposal. The rates shall include all costs for salary, labour burden, profit, administrative overhead, disbursements, travel and all subconsultant or subcontractor coordination costs.

.3 These will be the only rates payable to the Contractor and shall be applicable for all phases of the LOA.
4.5 No Payment for Errors and Omissions

1. The Contractor shall not be entitled to payment in respect of costs incurred by the Contractor in remedying errors and omissions in the Services that are attributable to the Contractor, the Contractor’s employees, or persons for whom the Contractor had assumed responsibility in performing the Services.

4.6 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.

4.7 The Contractor acknowledges that payment of invoices submitted to the Museum shall be paid on the latter of the following two dates:

1. within thirty (30) days following the date on which all of the Work has been completed in accordance with the terms of the LOA; or

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

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.

5 COMMENCEMENT AND PERFORMANCE OF THE CONTRACTOR’S WORK

5.1 The Contractor shall not commence Work until the Contracting Authority provides an LOA.

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

5.3 The Contractor may be provided with an office space equipped with such furniture, together with such staff and other services as may be necessary for carrying out the Work under the LOA.

5.4 Where there is a conflict, the provisions specified in the LOA as “Scope of Work” shall prevail over the provision of these conditions.

5.5 It is a term of any of the Museum agreement that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for the 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 the 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 of 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 Contract Authority.

6 FRAUD

6.1 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.

7 TIME OF THE ESSENCE

7.1 It is essential that the Work be performed within or at the time stated in the LOA.
8 DELAYS

8.1 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.

8.2 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.

9 INSPECTION AND ACCEPTANCE OF THE WORK

9.1 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 LOA. The Museum will have the right to reject any work that is not in accordance with the requirements of the LOA and require its correction or replacement at the Contractor’s expense.

10 PROJECT AUTHORITY

10.1 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 LOA;
.4 the Project Authority certifies the Contractor’s invoices that work has been completed according to LOA;
.5 the Project Authority authorizes the project closure;
.6 the Project Authority produces and communicates Contractors’ performance data.

11 CONTRACT AUTHORITY

11.1 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 LOA and for its amendments;
.2 the Contracting Authority has the sole power to authorize any changes to the LOA;
.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 LOA.

12 TERMINATION WITH NOTICE

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

12.2 Provided the Contractor is not in breach of its LOA, 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 LOA. Where there are no provisions in the LOA 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.

12.3 Payment and reimbursement under the provisions of the LOA 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 LOA or the part thereof so terminated.

12.4 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.

13 TERMINATION FOR CAUSE

13.1 The Museum may, by written notice to the Contractor, terminate the whole or any part of the LOA 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 LOA, or, in the Museum’s view, so fails to make progress and thus endangers performance of the LOA in accordance with its terms.

13.2 In the event that the Museum terminates the LOA 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 LOA.

13.3 Upon termination of the LOA 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 fulfillment of the LOA. 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 LOA 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.

14 RIGHT OF SET-OFF

14.1 Without restricting any right of set-off given by law, the Museum may set-off against any amount payable to the Contractor under the LOA, any amount payable to the Museum by the Contractor under the LOA or under any other current contract. The Museum may, when making a payment pursuant to the LOA, 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.

15 INTERNATIONAL SANCTIONS

15.1 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.

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

15.3 The Contractor must comply with changes to the regulations imposed during the period of the LOA. 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 LOA will be terminated for the convenience of Canada in accordance with section 12.
16 HARASSMENT IN THE WORKPLACE

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

16.2 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.

17 HEALTH AND SAFETY

17.1 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.

18 SECURITY CLEARANCES

18.1 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, subconsultants or subcontractor. The Contractor and all subconsultants and 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.

19 STATUS OF THE CONTRACTOR

19.1 Nothing in the LOA 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 LOA 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.

20 POWERS OF THE MUSEUM

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

21 ASSIGNMENT AND SUBCONTRACTING

21.1 The Contractor shall not assign the LOA 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 LOA 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 LOA.
22 THE MUSEUM PROPERTY
22.1 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.

23 INDEMNITY AGAINST CLAIMS
23.1 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 suffered or incurred by the Museum arising out of the errors, omissions or negligent acts of the Contractor, its employees, subconsultants, subcontractors and agents, in the performance of the Services under the LOA or in any way connected with the LOA.

23.2 The Contractor’s liability to indemnify or reimburse the Museum under the LOA shall not affect or prejudice the Museum from exercising any other rights under law.

23.3 This Clause shall survive suspension, termination or completion of the LOA.

23.4 The Museum shall not be liable for injury, loss or damage (including death) to the Contractor, its employees or agents or for loss of or damage to the property of the Contractor, its employees and agents in any manner based upon, occasioned by or in any way attributable to the services of the Contractor, its employees and agents under this LOA unless such injury, loss or damage is caused by the negligence of an officer or servant of the Museum while acting within scope of its employment.

24 REPRESENTATION BY THE CONTRACTOR
24.1 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.

24.2 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 LOA;
   .4 select and employ a sufficient number of qualified people;
   .5 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 LOA;
   .6 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 LOA, and in the prescribed format.
   .7 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.
.8 provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the LOA.

24.3 Codes, By Laws, Licences, Permits

.1 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 LOA be applied for and obtained.

25 ACCOUNTS

25.1 The Contractor shall:

.1 keep accounts and records of the cost of performing the LOA 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 LOA is terminated or completed; and

.2 on demand, produce to the Museum every account, record or document mentioned in paragraph 25.1.1 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.

26 BRIBERY AND CONFLICT OF INTEREST

26.1 The Contractor represents and warrants that:

.1 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 LOA by the Contractor; and

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

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

27 CONFIDENTIALITY

27.1 The Contractor acknowledges that the present LOA 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 LOA 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.

28 NOTICES

28.1 Where in the LOA 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 LOA.

To the Museum:

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

29 SEVERABILITY

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

30 ADMINISTRATORS AND ASSIGNS

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

31 OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

31.1 Technical Documentation, including all reports and prototypes produced by the Contractor in the performance of the Work under any LOA 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.

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

31.3 The Contractor transfers all applicable intellectual property ownership (copyright, patents, trademark, trade secrets, industrial designs) and waives moral rights in all material created forming part of or produced in the execution of this LOA, to the Museum.

31.4 If, pursuant to statute or otherwise, the Contractor’s rights revert to its estate, the Contractor grants to the Museum an exclusive, perpetual, worldwide, royalty-free, irrevocable license to exercise the rights granted by way of applicable IP legislation, such a license to be effective from the date of the reversion of the Contractor’s rights.

32 MEMBERS OF THE HOUSE OF COMMONS

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

33 COOPERATION WITH OTHER CONTRACTORS

33.1 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.

34 OFFICIAL LANGUAGES

34.1 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.
35 DISPUTES

35.1 All claims by the Contractor against the Museum relating to the LOA shall be in writing and shall be submitted to the LOA 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 LOA and in accordance with the LOA 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.

36 OTHER CONTRACTORS

36.1 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.

36.2 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 LOA, and

.2 ensure that insurance coverage is provided to the same requirements as it is mentioned in the Insurance Clause #46 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.

36.3 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 LOA. 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.

36.4 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.

36.5 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.

37 CANADIAN LABOUR AND MATERIALS

37.1 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.

38 NON-PERFORMANCE - WAIVER

38.1 The failure by the Museum to exercise or enforce any right conferred upon it under the LOA 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.
39 OBLIGATIONS JOINT AND SEVERAL
39.1 If two or more Contractors are liable under the terms of the LOA to the Museum, their obligations shall be both joint and several.

40 AMENDMENTS
40.1 No change or modification of the LOA shall be valid unless it be in writing and signed by each party.

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

42 FURTHER DOCUMENTS
42.1 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 LOA and to establish and protect the rights, interest and remedies intended to be created in favour of the Museum.

43 GOVERNING LAW
43.1 Unless otherwise specified, the LOA shall be governed by and construed in accordance with the law of the place where the Work is being conducted.

44 COMPLIANCE WITH APPLICABLE LAWS
44.1 In performing its obligation under the LOA, 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.
44.2 The Contractor must provide evidence of compliance with such laws to the Museum at such times as the Museum may reasonably request.
44.3 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.

45 PROFESSIONAL LIABILITY
45.1 The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services and be continually maintained from the commencement of performance of the Services until five (5) years after their completion. The Professional Liability insurance coverage shall have a limit of liability of not less than $1,000,000.00 per claim and $2,000,000.00 in the aggregate.
45.2 This Clause shall survive suspension, termination or completion of the Work.

46 INSURANCE
46.1 The Contractor is liable for any damage caused by the Contractor, its employees, subconsultants, subcontractors or agents, to the Museum or any third party.
46.2 The Contractor shall, at its own expense, procure and maintain in force for the duration of the LOA:

1. 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, installation floater, contractual liability and liability specifically assumed under the Contract. The Museum shall be (named) 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 the performance of the Work.

2. All Risk Property insurance of sufficient limit to cover all property of the Museum entrusted to the Contractor.

3. Worker’s Compensation or workplace insurance as required by statute in any Province or Territory where any employee of the Contractor or any subconsultant or subcontractor may be domiciled or, if applicable, where the site of the Work is located.

46.3 The Contractor shall deliver to the Museum, at the time of accepting the LOA, a certificate or certificates of insurance as evidence that the required coverages are in effect and that the Museum shall be given thirty (30) days prior written notice of cancellation, or renewal of, or expiry of or material change to, such coverage.

46.4 The foregoing insurance provision shall not limit the insurance required by municipal, provincial and federal law. The insurance coverages shall be underwritten by a licensed insurer and shall be applicable to the Place of the Work. 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 the LOA. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

47 WARRANTY (AS APPLICABLE TO THE TYPE OF WORK)

47.1 Unless otherwise provided in the LOA and notwithstanding prior inspection and acceptance of any Work by the Museum and without restricting any other terms of the LOA 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 LOA between the parties.

48 ALTERATIONS OF DRAWINGS AND/OR SPECIFICATIONS

48.1 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.

49 SUSPENSION OF WORK AND CHANGE IN SPECIFICATIONS

49.1 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 LOA, 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 LOA 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.
50 INTEGRITY AGREEMENT

50.1 To ensure fairness, openness and transparency; by accepting an LOA, 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. Bribing 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.

50.2 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.

50.3 The Museum will have the right to terminate the LOA for default if:

1. It is determined, after issuing the LOA, that the Contractor made a false declaration, or
2. During the LOA, 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.

50.4 By accepting an LOA, 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 LOA with the Museum, and that such persons can complete all of the certifications as noted above.

51 NON-DISCLOSURE AGREEMENT

51.1 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") by accepting an LOA from the Museum.

51.2 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 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 disclosed to it hereunder 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 an LOA from the Museum.

52 ALCOHOL AND DRUGS

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

52.2 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.

52.3 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.

52.4 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.

52.5 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.

52.6 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.

52.7 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.

52.8 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 LOA termination.

53 SMOKE-FREE WORKPLACE

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

53.2 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).

53.3 Smoking is also prohibited in any CMH owned vehicle.

53.4 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 LOA termination.

Definitions related to Clauses 52 and 53:

**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.