



WCB Nova Scotia Purchase Order Terms and Conditions (Services)

WORKERS' COMPENSATION BOARD OF NOVA SCOTIA
(hereinafter referred to as "the Board")

OF THE FIRST PART

- and -

XXXX
(hereinafter referred to as "the Service Provider")

OF THE SECOND PART

In these Terms and Conditions:

- (a) "PO" means Workers' Compensation Board of Nova Scotia generated Purchase Order authorizing purchasing of "Services"
- (b) "Board" means the Workers' Compensation Board, the entity issuing the PO.
- (c) "Agreement" means the governing mechanism of the PO.
- (d) "SOWs" means Statements of Work entered into pursuant to the Agreement
- (e) "Supplier" means the service provider named on the PO.
- (f) "Services" means the services and any related deliverables described in the PO.
- (g) "Deliverables" means all reports, work product, materials, and outputs to be provided under the PO.
- (h) "Specifications" means the requirements, acceptance criteria, and service levels stated in the PO or otherwise provided by the Board.

This Agreement establishes the terms and conditions governing the PO and any SOWs entered into by the Parties pursuant to this Agreement. Unless a SOW expressly states that a specific provision of this Agreement does not apply or is superseded, the terms of this Agreement shall apply to and form part of each SOW. In the event of a conflict between this Agreement and a SOW, the terms of this Agreement shall prevail unless the SOW explicitly states that it is intended to override a specified provision of this Agreement.

1. SERVICES

- 1.1 The Service Provider shall provide the services during the period outlined in the PO.
- 1.2 The Service Provider shall provide the service under the direction and always to the satisfaction of the Board.
- 1.3 The parties may modify any of the terms of this Agreement (including payment) upon the mutual, written consent of both parties obtained in advance. Notwithstanding the foregoing, the Service Provider recognizes that the Board may, from time to time, adopt formal processes or recommendations that may apply to the services provided herein. While this Agreement is in effect, the Board warrants that any approved processes or recommendations which may affect the services provided herein, will immediately be conveyed to the Service Provider in writing and will form part of this Agreement.
- 1.4 When any work or services are required to be done under this Agreement by the Board, it may be done by anyone duly authorized to act on the Board's behalf.
- 1.5 The work of the Service Provider shall be overseen by the Board's Manager, Procurement and Facilities (or designate). The Board and the Service Provider recognize this Agreement concerns contracted time-limited work and does not entitle the Service Provider to any of the benefits that are offered to employees of the Board.
- 1.6 The Service Provider warrants that except as explicitly modified within the body of this Agreement, services shall be delivered in accordance with the Service Provider's statements and warranties as set out in its response to the Board's Requests which may include requests for proposal or request for quotes. The parties acknowledge that copies of the aforementioned documents are in the possession of each party.
- 1.7 The parties agree that if issues arise under this Agreement that cannot be resolved by mutual communication, the parties will address such matters in the following manner:
 - (a) Matters pertaining to the construction of the agreement, amendments, interpretation of the agreement, fees, or termination will be sent to the parties directed to receive notice as set out in the PO. Within 5 business days of the notice being received, a representative of each party will meet to determine whether a solution can be achieved;
 - (b) If no resolution to the challenges referred to in (a) above can be reached within 10 business days of the meeting also referenced therein, a Board Manager (or designate) and the Service Provider's equivalent will meet within fifteen (15) business days to settle the matter.

- (c) If a dispute remains unresolved following the meeting set out in section 1.7(b), the Board's Direction/Vice President (if applicable) and the Service Provider's equivalent will meet within fifteen (15) business days to settle the matter.
 - (d) If a dispute remains unresolved following the meeting set out in section 1.7(c), the Board's Chief of the applicable Board department (or designate) and the Service Provider's equivalent will meet within fifteen (15) business days to finally settle the matter.
- 1.8 If required, the Service Provider agrees to communicate/cooperate with other Board contractors as directed by the Board and/or collaboratively perform any activities which may be required under this Agreement in order to ensure success of the services herein, in a respectful and professional manner.

2. PRICE, EXPENSES AND PAYMENT

- 2.1 Prices are as stated in the PO and are firm otherwise specified. Pre-approved, reasonable, documented expenses are reimbursable only if expressly permitted in the PO. Payment will be made in CAD (Canadian Dollars) and in accordance with the payment terms set out in the PO following receipt of a correct and complete invoice. Invoices must be submitted through Supplier Portal and must clearly include the date, invoice number, Service Provider name and logo, PO number and must detail the Services (or milestones delivered and billed). Payment will be made per the PO terms upon receipt of a correct invoice. Failure by the Service Provider to fully comply with the Board's invoice submission requirements may result in delays in payment processing, and the Board shall not be liable or responsible for any such delays arising from the Service Provider's non-compliance.

3. TERM OF AGREEMENT

- 3.1 Term of this Agreement shall be as defined in the PO.
- 3.2 Notwithstanding section 3.1, this Agreement may be terminated before the end of the agreement period in accordance with Section 10 herein (Termination).
- 3.3 Completion by the Service Provider of the services outlined in article 1 or termination of the Agreement by the Board in accordance with section 3.2 shall in no way relieve or be deemed to relieve the Service Provider from any ongoing duties, obligations or liabilities which may arise from this Agreement, including but not restricted to those set forth in articles headed Confidentiality, Liability, Insurance and Audit.
- 3.4 The parties hereto may, by mutual consent, extend this Agreement by each giving written notice of an intent to do so on or before the termination date defined in section 1.1 of this Agreement.

4. CONFIDENTIALITY & SECURITY

- 4.1 The Service Provider acknowledges that the Board is bound by the terms of s. 192 of the *Workers' Compensation Act*, S.N.S., 1994-95, c.10, the *Freedom of Information and Protection of Privacy Act*, S.N.S. 1993, c. 5, the *Personal Information International Disclosure Protection Act*, S.N.S. 2006, c. 3, the *Privacy Review Officer Act*, S.N.S. 2008, c.42, and *Canada's Anti-Spam Legislation* (CASL) titled: An Act to Promote the Efficiency and Adaptability of the Canadian Economy by Regulating Certain Activities that Discourage Reliance on Electronic means of Carrying out Commercial Activities and to amend the *Canadian Radio-Television and Telecommunications Commission Act*, the *Competition Act*, the *Personal Information Protection and Electronic Documents Act* and the *Telecommunications Act*, S.C., 2010, c. 23, and agrees to abide strictly by the terms of these and any other applicable laws respecting the collection, use and disclosure of personal information, confidential or sensitive information, and other information, including information touching on claims for compensation and claimants' right to privacy, that the Service Provider could become exposed to in the provision of services under this Agreement.
- 4.2 The Service Provider further agrees that:
- (a) no information arising, obtained or compiled in connection with the performance of this Agreement will be released to any third party without the prior written consent of a manager of the Board;
 - (b) any information arising, obtained or compiled in connection with the performance of this Agreement by the Service Provider shall be used solely for the purpose of performing this Agreement and shall not be used for any other reason whatsoever;
 - (c) the improper or unauthorized use or release of any information arising, obtained or compiled in connection with the performance of this Agreement, as determined by the Board, by the Service Provider shall be a basis for immediate cancellation of the contract by the Board;
 - (d) the Board will immediately be informed of any request to the Service Provider for release/disclosure of information in relation to this Agreement and no information will be released or disclosed unless authorized by the Board in writing, in advance;
 - (e) the Board does not access or store information outside of Canada; notwithstanding the foregoing, requests for access to or storage of information outside of Canada in relation to this Agreement must be made to the Board in writing in advance in each instance; the Board, in its sole discretion, may refuse such requests; if permission is granted, the Service Provider will comply with any direction provided by the Board;

(f) if the Service Provider has access to and/or stores Board confidential information in performance of the services, following termination or expiration of this Agreement, the Service Provider agrees to destroy the information in a manner and timeframe requested by the Board;

(g) the Service Provider will use adequate safeguards to protect information arising, obtained or compiled in connection with the performance of this Agreement from inadvertent disclosure and will inform the Board immediately of any accidental or unauthorized use or disclosure of personal information; further, if the Service Provider is an entity regulated by the *Personal Information Protection Electronic Documents Act* S.C. 2000, c. 5 (*PIPEDA*), unless specifically exempted by the Governor in Council of Canada as per Part I of *PIPEDA* and written proof of exemption is provided to the Board, the Service Provider acknowledges and agrees that in connection with the performance of this Agreement:

- (i) The Board will not be responsible for payment of any portion of a fine issued under the authority of section 10.1 of *PIPEDA* on the Service Provider for its failure to either: (a) report a breach of security safeguards (“breach”) to the Federal Office of the Privacy Commissioner (OPC) or affected individuals of a breach that poses a real risk of significant harm as defined in section 10.1(7) of *PIPEDA* (b) maintain a record of all breaches;
- (ii) The Service Provider will indemnify the Board for reasonable expenses (including legal fees) incurred by the Board as a result of either an individual or the OPC being notified of a breach attributable to the Service Provider;
- (iii) The Service Provider will indemnify the Board for any judgments or awards issued against the Board (via the establishment of any privacy torts or otherwise), jointly with and/or severally from the Service Provider, which judgments or awards ultimately result from a breach attributable to the Service Provider;
- (iv) The Service Provider agrees it has appropriate policies and protocols in place with respect to: (a) security of Board information; (b) retention of records relating to any potential or suspected breaches; and (c) reporting of any potential or suspected breaches; and if requested by the Board, will provide the Board with such policies and protocols and/or breach reports provided to the OPC by the Service Provider as attributable to the services performed under this Agreement in the manner and timeframe requested;
- (v) Notwithstanding any of the above, the Service Provider will notify the Board immediately (and prior to notifying the OPC or a potentially affected individual) of any potential breach or any breach that could

potentially give rise to a real risk of significant harm to provide the Board an opportunity to: (a) determine whether the breach does pose, or potentially poses a real risk of significant harm to the Board or affected individuals and (b) mitigate the risk so that the potential or real risk of significant harm does not exist/occur and the need for the Service Provider to report the breach to the OPC and/or affected individuals in the first place is eliminated.

- 4.3 Upon termination or expiration of this Agreement, the Service Provider shall promptly return all data, documents, and materials belonging to the Board or, if instructed in writing, securely destroy them in accordance with industry best practices. This includes all copies, backups, and data held by third-party service providers. Within 10 (ten) business days of completing return or destruction, the Service Provider shall provide a written certification confirming compliance. These obligations shall survive the termination of this Agreement.

5. USE OF ARTIFICIAL INTELLIGENCE

- 5.1 The Service Provider agrees to obtain approval from the Board in advance of any integration of artificial intelligence (AI) technologies in the provision of Services under this Agreement. This includes but is not limited to automated processes, algorithms, machine learning models, data analytics or generative AI tools. The Service Provider shall not input, upload, transmit, or otherwise disclose the Board's confidential information, personal information, or proprietary data to any publicly available or open-access generative AI platform, large language model, machine learning service, or analytics tool without the Board's prior written consent. The Service Provider shall ensure that any AI technologies used do not retain, share, train on, or otherwise use the Board's data except as reasonably necessary to perform the Services and shall implement appropriate safeguards to protect the security, confidentiality, and integrity of the Board's information. The Service Provider further warrants that its use of AI technologies will not introduce vulnerabilities or risks to the Board's data, systems, or operations.
- 5.2 The Service Provider warrants that any use of AI technologies will comply with all applicable laws, regulations, and industry standards, particularly those related to data privacy, security (data stored in Canada), and intellectual property rights.

6. INDEPENDENT CONTRACTOR

- 6.1 It is understood and agreed that this Agreement is a contract for the performance of a service and that the Service Provider is engaged as an independent contractor and neither it, its servants or agents are, nor shall be deemed to be employees, servants or agents of the Board.

7. AUDIT

- 7.1 Both parties acknowledge and agree that they will, respectively, maintain appropriate accounting records as are applicable to the fees and expenses charged for the services anticipated under this Agreement and shall make available to the other party such records for audit purposes as that other party may reasonably require.
- 7.2 Upon receipt of a written request from the other party, (or its contracted service provider for internal or external audit purposes), the party subject to such an audit, shall within 10 (ten) business days, provide the other party copies of files, data, correspondence, books and other records prepared or obtained in the performance of this Agreement for the purpose of conducting an audit of the fees and expenses charged for the Services. The information shall be made available for up to 2 (two) years after expiration or termination of this Agreement.

8. LIABILITY

- 8.1 The Board shall not be liable for any injury or damage (including death) to any person or for the loss of damage to the property of the Service Provider in any manner based upon, occasioned by or in any way attributable to the Service Provider's services provided under this Agreement other than to the extent that such injury, loss, or damage is caused directly by the negligence of an officer or servant of the Board while acting within the scope of their employment.
- 8.2 The Service Provider shall use due care in performing the services contemplated under this Agreement. The Service Provider shall not be liable for any indirect or consequential damages related to the services performed under this Agreement unless such damages are caused by the negligence of the Service Provider or its employees, servants or agents.
- 8.3 The Service Provider agrees to indemnify and hold harmless the Board from any and all claims for injury, damages or loss arising in any manner based upon, occasioned by or in any way attributable to the Service Provider's services to the Board provided for herein, or for any misrepresentation or breach of any warranty, agreement, covenant or obligation of the Service Provider herein, including, without limitation, all of the Board's reasonable out of pocket costs and reasonable legal fees and disbursements.
- 8.4 The Service Provider agrees to have in place and maintain a policy of insurance (as applicable to the provision of Services), listing the Board as a named insured and to provide proof of such coverage to the Board upon request. Such coverage will be for an amount not less than \$2,000,000.00 (two million dollars in Canadian funds) per occurrence inclusive, which will include coverage for occurrences of bodily harm, personal and advertising injury, broad form contractual and broad form property damage. Additionally, the Service Provider will have in place and maintain professional liability insurance in an amount not less than \$1,000,000.00, Errors and

Omissions Liability for loss or damage due to an act, error, omission or negligence, with a minimum limit per event of \$1,000,000, Cyber Insurance policy covering privacy, security and confidentiality breaches at amount not less than \$2,000,000, Breach of Privacy and Confidentiality insurance with a minimum limit of \$2,000,000 per occurrence and automobile liability coverage, insured limit of at least \$2,000,000 per occurrence for bodily injury (including death) and property damage, including accident benefits for all vehicles owned and non-owned used in connection with the services provided. The Service Provider will provide the Board with ten (10) days advance written notice of cancellation or material change to this policy of insurance.

8.5 The Service Provider warrants that it has and will continue, throughout the term of this Agreement, to comply with all applicable obligations under the *Occupational Health and Safety Act of Nova Scotia* and that it has a safety record, which, at a minimum, is consistent with industry standards. The Service Provider agrees to only use subcontractors (if subcontractors are permitted and approved in writing, in advance by the Board) with the same or higher level of compliance with occupational health and safety standards as does the Service Provider.

8.6 The Service Provider warrants that it now possesses, and is in good standing under, all permits, licenses, designations, consents, approvals, and other requirements that are necessary or desirable for the Service Provider to undertake the services provided for herein, and that all such permits, licenses, designations, consents, approvals, and other requirements shall remain in good standing for the term of the Agreement.

9. PERFORMANCE

9.1 The Service Provider shall faithfully, honestly, and diligently provide services to the Board during the period of this Agreement.

10. TERMINATION OF THE AGREEMENT

10.1 This Agreement may be terminated by the Board giving 14 calendar days' written notice of termination to the Service Provider.

10.2 In the event the Board elects to terminate this Agreement under this provision, the obligations of the Board to make payments to the Service Provider shall continue for services performed up to and including the date of termination but do not continue beyond that time period. The Board will also continue to be obligated to make payment on outstanding invoices for services performed up to and including the date of termination of this Agreement.

10.3 Notwithstanding Section 10.1, the Board may terminate this Agreement by written notice to the Service Provider to take effect immediately:

- (i) in the event that the Service Provider becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or receivers appointed of its business, or voluntary or involuntary petition in bankruptcy is filed or

proceedings for the reorganization or winding up of the Service Provider are instituted;

- (ii) on the breach by the Service Provider of its obligations under this Agreement;
- (iii) on the wilful misconduct or neglect of duty by the Service Provider or any of its servants, agents, or employees.

11. SUSPENSION

- 11.1 The Board may, at any time and at its sole discretion, suspend the Services, in whole or in part, by providing written notice to the Supplier. The notice shall specify the scope of the suspension and the effective date.
- 11.2 Upon receipt of a suspension notice, the Supplier shall suspend performance of the Services or part thereof as requested by the Board and shall take all reasonable steps to minimize costs and protect the work.
- 11.3 During any period of suspension by the Board, the Supplier shall be entitled to reasonable, documented costs necessarily incurred as a direct result of the suspension, but shall not be entitled to any payment for lost profits, overhead, or unperformed work.
- 11.4 If a suspension continues for a period exceeding [30] days, either party may request in writing that the Board confirm whether the PO will continue or be terminated in accordance with Section 11.

12. PRODUCTS OR SERVICES TO BE DELIVERED

- 12.1 Under this Agreement the Service Provider shall supply the services as referred to in this agreement to the Board, and these items shall conform to the format and standards established by the Board during the course of the Agreement and conveyed to the Service Provider by notice.

13. ASSIGNMENT

- 13.1 The Service Provider shall not assign or sublet this Agreement or any part thereof without the written permission of the Board obtained in advance.

14. NOTICES

- 14.1 Notices under the PO shall be in writing and delivered to the contacts specified on the PO (email permitted unless otherwise stated). Notices are deemed received when delivered (or, if email, when sent without bounce-back).

15. COPIES

- 15.1 In the event of termination of this Agreement or of the completion by the Service Provider of the services the Service Provider shall deliver to the Board all materials including, but not restricted to, all research, reports, papers, tapes, slides, films, photographs, audio-visual material, and all input data or other information submitted to the Service Provider or developed by the Service Provider in the performance of this Agreement, whether in draft or completed form. Notwithstanding the Confidentiality and Security Provisions, the Service Provider shall have access to, or maintain copies of, any such confidential information as is necessary to support its work papers in accordance with applicable professional standards.

16. RIGHTS IN DATA

- 16.1 All research, data, reports, papers, material, audio-visual material and information forming part of or produced in the performance of this Agreement (and specific to the Board) and all copyrights thereto, and all patents, trademarks and industrial designs arising therefrom, are the property of the Board, and are hereby assigned by the Service Provider to the Board. The parties agree the intellectual property rights in pre-existing materials and information belonging to the Service Provider shall remain with or vest in the Service Provider and shall not be shared with any party by the Board unless prior written consent of the Service Provider is obtained. The Service Provider shall not divulge, release or publish any such research, reports, papers, material, audio-visual material or information which form the final product delivered to the Board, or any part thereof, without first having obtained the written consent of the Board.
- 16.2 The Board reserves the right to publish or release in whole or in part, to publish an amended version and not to publish or release at all, or to use or not use as the Board may deem fit, any research, reports, material, audio-visual materials, or information produced in the performance of this Agreement which form or are part of the final product delivered to the Board by the Service Provider with the exception of any third party software. The Service Provider, however, upon full and final payment, shall grant to the Board a non-exclusive, royalty-free, worldwide, perpetual, non-transferable license to use, for the Board's internal business purposes, any Service Provider technology contained in the final product or information delivered to the Board.

17. TIME SHALL BE OF THE ESSENCE

- 17.1 Time shall be of the essence of this Agreement, provided that any agreed time frame for completing any of the work of the Service Provider, its employees or agents that has been or is likely to be delayed may be extended at the Board's discretion if the other terms of this contract are satisfied.

18. FORCE MAJEURE

- 18.1 The Service Provider shall not be liable for any delays or failure in performance under this Agreement caused by conditions beyond its reasonable control or without its fault or negligence. Such conditions include the following: acts of God or the public enemy; civil war; insurrections or riots; fires; floods; explosions; earthquakes or serious accidents; unusually severe weather; epidemics or quarantine restrictions; governmental priorities or allocation regulations or orders affecting materials, labour, equipment and facilities; fuel shortages; freight embargoes; strikes or labour troubles causing cessation, slowdown or interruption of work; and other similar events.

19. TITLE AND ACCEPTANCE

- 19.1 Except as otherwise provided in this Agreement, title to the deliverables mutually agreed to by the parties in writing vest in the Board upon delivery to and acceptance by the Board. Upon any payment being made on account of materials, parts, work in process, or finished work, title to the goods and services so paid for shall vest and remain in the Board, and the Service Provider shall be responsible therefore, it being understood and agreed that such vesting of title in the Board shall not constitute acceptance and shall not relieve the Service Provider of its obligations to perform the work in conformity with the requirements of this Agreement.

20. ENTIRE AGREEMENT

- 20.1 This Agreement, PO, associated SoW (if applicable) and any extensions or amendments entered into or referred to herein, constitute the whole Agreement between the parties unless otherwise stated herein or duly modified in writing and signed by both parties. No representation or statement not expressly contained herein shall be binding upon either party.

21. GOVERNING LAWS

- 21.1 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia and the parties hereby irrevocably submit to the jurisdiction of the courts of the Province of Nova Scotia.

22. CONSENT TO BREACH NOT WAIVER

- 22.1 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or excuse for any different or subsequent or a continuation of the same breach unless expressly stated.

23. PARTIAL INVALIDITY

- 23.1 If any term or provision of this Agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement may, at the Board's option, remain in full force and effect and such term or provision shall be deemed removed from the Agreement and the remaining provisions forming a valid agreement.

24. DEFINITION OF SERVICE PROVIDER

- 24.1 References to the Service Provider shall include employees, servants and agents of the Service Provider, independent contractors to the Service Provider and employees, servants, agents and independent contractors of assignees if the Agreement or its performance is assigned.

25. POLICIES

- 25.1 The Service Provider shall comply with any applicable procedures and policies of the Board as they may be, from time to time, conveyed to the Service Provider.

26. AUTHORITY

- 26.1 The signatories of this Agreement hereby personally warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf of each has been properly authorized and empowered. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by it.

27. BOARD PREMISES & SUPERVISION

- 27.1 The Service Provider acknowledges and agrees that while access is granted to any Board premises by the Service Provider or its employees, agents or contractors which is necessary for the performance of the services under this agreement:
- (a) access is only permitted to the areas which are specifically authorized by the Board and conveyed to the Service Provider;
 - (b) access is only permitted during the normal business hours of the Board's

premises in question unless otherwise previously authorized by the Board in writing;

- (c) the Service Provider will observe all the Board's security requirements and measures in effect at any Board premises to which access is granted which the Board may convey or forward to the Service Provider from time to time;

27.2 The Service Provider agrees that the Board has the absolute right to terminate the use of and request the Service Provider to replace any employee of the Service Provider assigned to the Board under this Agreement who does not, in the sole opinion of the Board is not meeting the Board's requirements.

28. WORKERS' COMPENSATION COVERAGE

28.1 The Service Provider is encouraged to acquire and maintain current and valid Workers' Compensation coverage (e.g. WCBNS or equivalent) applicable to the jurisdiction in which the services are performed.

29. ENURING EFFECT

29.1 This Agreement shall enure to the benefit of and be binding upon the parties' respective heirs, executors, administrators, successors and permitted assigns.

30. HEADINGS

30.1 The headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of the Agreement or any provision of it.