

# SUPPLY ARRANGEMENT AGREEMENT

No.: *GPSF- DFAIT Reference GPSF 09-166*

CCC Project No.: 101106-HNP Training Facilities

**THIS Agreement made the    th day of    , 2010**

**BETWEEN:**

**CANADIAN COMMERCIAL CORPORATION**, a Crown Corporation having its head office in the City of Ottawa, Ontario (“CCC”), acting in conjunction with the Department Foreign Affairs and International Trade (“DFAIT”)

**AND:**

**XXXXX**, a company incorporated pursuant to the laws of    , having its head office in the City of    , Province of    , (“the Supplier”)

**WHEREAS** DFAIT is responsible for the administration of the Global Peace and Security Fund, pursuant to which assistance, often in the form of in-kind contributions of goods, services, and equipment, will be delivered to foreign recipients to enable those recipients to respond to civilian protection, conflict prevention and stabilization initiatives in fragile and failed states;

**AND WHEREAS** the Government of Canada has made a commitment to provide equipment and material support to the Haitian National Police (HNP) in Port-au-Prince, Haiti;

**AND WHEREAS** DFAIT has entered into a Memorandum of Understanding (“MOU”) with the Canadian Commercial Corporation (“CCC”), a federal Crown corporation, setting out their collaboration in delivering the aforementioned assistance in a “whole-of-government” manner;

**AND WHEREAS** CCC has been tasked by DFAIT to enter into a Supply Arrangement Agreement for the supply, delivery and installation of training facilities for the HNP consisting of twelve (12) portable classrooms and one (1) toilet block at Port-au-Prince, Haiti, with an option to purchase additional classrooms and toilet blocks (the “Work(s)”);

**AND WHEREAS** the Supplier has agreed to provide the Works;

**NOW THEREFORE**, in consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, CCC and the Supplier (hereinafter collectively referred to as the “Parties”) agree as follows:

## **1 SUBJECT MATTER OF THIS SUPPLY ARRANGEMENT AGREEMENT**

- 1.1 The Supplier agrees to supply and install the Works, as more particularly set out in Annexes “A”, “B” and “C” at the HNP facilities in Port-au-Prince, Haiti (the “Site”) in accordance with the terms and conditions of this Supply Arrangement Agreement (the “Agreement”).
- 1.2 This Agreement is composed of the following documents and shall be interpreted in the following order of precedence:
- (a) Supply Arrangement Agreement containing Articles 1 to 32.
  - (b) Annex “A” – Statement of Work (to be attached)
  - (c) Annex “B” – Pricing Table (to be attached)
  - (d) Annex “C” – Acceptance Certificate (to be attached)
  - (e) Annex “D” – Completion Certificate (to be attached)

## **2 AGREEMENT ADMINISTRATOR**

- 2.1 For the purposes of this Agreement, Canadian Commercial Corporation (CCC) is acting as administrator of the Agreement for DFAIT.

## **3 EFFECTIVE DATE OF THIS AGREEMENT**

- 3.1 This Supply Arrangement Agreement shall become effective on written notice of CCC to the Supplier.

## **4 SUPPLIER’S GENERAL OBLIGATIONS**

- 4.1 The Supplier shall fulfil and assume all of the Supplier’s obligations as contained in the Agreement documents. Unless otherwise expressly limited in the Agreement, the Supplier's obligations cover the provision of all plant and equipment and the performance of all installation services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works and delivery) of the plant and equipment and the installation, completion and commissioning of the facilities at the HNP Facilities in Port-au-Prince in accordance with Annex “A” Statement of Work. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment and accessories, construction utilities and supplies, temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage.

- 4.2 The Supplier shall perform all such work and/or supply all such items and materials not specifically mentioned in the Statement of Work but that can be reasonably inferred as being required for attaining completion of the Works as if such work and/or items and materials were expressly mentioned in the Agreement.
- 4.3 The Supplier shall design, manufacture (including associated purchases and/or subcontracting), install and complete the Works with due care and diligence in accordance with the Agreement Documents.
- 4.4 The Supplier confirms that it has entered into this Agreement on the basis of a proper examination of the data relating to the Site. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Works.
- 4.5 The Supplier shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Works, including, without limitation, visas for the Supplier's and subcontractor's personnel and entry permits for all imported equipment. CCC/DFAIT will facilitate in the acquisition of the permits, approvals and/or licenses.
- 4.6 The Supplier shall comply with all laws in force in the country where the Works are installed. The laws will include all local, state, national or other laws that affect the performance of the Agreement. The Supplier shall indemnify and hold harmless CCC and DFAIT from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including any subcontractors and their personnel.
- 4.7 The Supplier hereby agrees to indemnify and hold harmless DFAIT and CCC from and against any loss, liability, costs, claims, demands, proceedings, taxes, charges, fines, sanctions, penalties and expenses of whatsoever nature or kind, arising, suffered or incurred by DFAIT and/or CCC as a result of any personal injuries, death or property damage attributable to the fault or negligence of Supplier's employees or the employees of Supplier's contractors.

## **5 DFAIT/CCC'S GENERAL OBLIGATIONS**

- 5.1 CCC shall ensure the accuracy of all information and/or data to be supplied by them, except when otherwise expressly stated in the Agreement.

- 5.2 CCC shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Agreement, including all requisite rights of way. In the event that CCC is unable to acquire possession and access to the Site, CCC shall be entitled to terminate the Agreement for Convenience as provided in Article 21.
- 5.3 If requested by the Supplier, CCC shall assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Agreement from all required local, state or national government authorities.

## **6 SUPPLIER REPRESENTATION**

- 6.1 The Supplier represents and warrants that it has the personnel, experience, qualifications, facilities and all other skill and resources to perform its obligations under the Agreement.
- 6.2 Any breach of the supplier representation in 6.1 shall entitle CCC to terminate the Agreement for default by the Supplier, and to recover damages from the Supplier, including re-supply costs arising out of such a termination.

## **7 PRICE**

- 7.1 CCC, shall pay the Supplier in accordance with Article 8 the total amount inclusive of all applicable duties and taxes of (\$ \_\_\_\_\_), (the "Price") as set forth in Annex "B", Pricing Table, for the required equipment and services as set out therein, less any bank wire costs incurred by CCC.
- 7.2 Prices will remain valid for the duration of the Agreement.
- 7.3 CCC shall have the option(s), to be exercised no later than March 31, 2011, to purchase additional classrooms and toilet blocks to be installed at other location(s) in Haiti to be determined by DFAIT for an amount inclusive of all applicable duties and taxes of (\$ \_\_\_\_\_) per classroom and (\$ \_\_\_\_\_) per toilet block. Prior to the exercise of the option(s), CCC shall notify the Supplier of the proposed site and the Supplier shall provide a cost estimate for the reasonable costs for transportation and site works at the additional location. CCC may accept, by exercising the option, or reject, by failing to exercise the option, the Supplier's estimate of the reasonable costs for transportation and site works at the additional location. The price for the additional classroom(s), toilet block(s), transportation, site works, applicable duties and taxes for the additional location(s) shall be referred to as the "Additional Price".

7.4 CCC shall have the option(s) to purchase the spare parts not covered under warranty at the price(s) as set forth in Annex “B”, Pricing Table until the expiration of the warranty period noted in Article 19.

## **8 TERMS OF PAYMENT**

8.1 Payment terms are net thirty (30) days after receipt of invoices and supporting documentation as set out in Article 18. “Documentation/Invoicing Instructions”.

8.2 The Supplier shall bill CCC in accordance with the following milestones:

- (i) Twenty percent (20%) of the Price upon completion of Factory Acceptance Testing as set out in Article 16 for the portable classrooms and toilet block prototypes as evidenced by the execution of an Acceptance Certificate in the form set out in Annex “C”;
- (ii) Twenty percent (20%) upon completion of site preparation as evidenced by execution of a Completion Certificate in the form set out in Annex “D”;
- (iii) Twenty percent (20%) upon site acceptance of the equipment as evidenced by execution of an Acceptance Certificate in the form set out in Annex “C” ;
- (iv) Thirty percent (30%) upon final acceptance of 100% of the installation of the portable classrooms and toilet block as evidenced by execution of a Completion Certificate in the form set out in Annex “D”; and
- (v) Ten percent (10%) upon the expiration of the twelve (12) month warranty period noted in Section 19 as evidenced by execution of a Completion Certificate in the form set out in Annex “D”.

## **9 TITLE, RISK AND INSURANCE**

9.1 All risks of loss or damage shall remain with the Supplier until acceptance of the Works.

9.2 Title to the equipment shall pass to the Consignee upon acceptance of the Works. The Supplier shall arrange and keep in force appropriate insurance coverage in an amount equivalent to one hundred and ten percent (110%) of the Price and the Additional Price if applicable, such that CCC or anyone designated by CCC, shall, in the event of an insurable loss, be entitled to claim directly from the insurer. The Supplier shall arrange for third party liability insurance covering bodily injury or death suffered by third parties and loss or damage to property occurring in connection with the supply and installation of the Works. Automobile, Worker’s Compensation and Employer’s liability shall be maintained in accordance with the statutory requirements applicable in any country where the Agreement or any part thereof is executed.

9.3 The Works shall be free of any liens.

## **10 ASSIGNMENT AND SUBCONTRACTING**

10.1 The Supplier shall not assign the Agreement or subcontract any of the obligations without the prior written consent of CCC and any assignment or subletting made without such consent shall be of no effect.

10.2 In the event that CCC consents to any assignment or subcontracting, the Supplier agrees to bind each assignee or subcontractor by the terms of the Agreement. No assignment or subletting shall relieve the Supplier from any of its obligations under the Agreement or impose any liability upon CCC.

10.3 Subject to the preceding provisions of this Article, the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of CCC and the Supplier, respectively. CCC may, at its discretion, require the Supplier to provide from time to time evidence that its accounts with its subcontractors and suppliers are current with respect to its own terms of payment with such subcontractors and suppliers.

## **11 DELIVERY AND INSTALLATION SCHEDULE**

11.1 The Supplier shall commence the Works within thirty (30) days of the execution of this Agreement and shall ensure that the Works, including the civil works, the classrooms and toilet block, the electrical and sanitary works as detailed in Annex "A" will be completed operationally and structurally and put in a clean condition no later than March 31, 2011.

11.2 Any anticipated deviation from this schedule is to be communicated immediately by the Supplier directly to CCC.

11.3 The Supplier understands and agrees that failure to deliver and install the Works in accordance with the schedule shall, subject to an Excusable Delay as defined in Article 12, constitute a fundamental breach of the Agreement and CCC may proceed in accordance with Article 20 of this Agreement.

## **12 EXCUSABLE DELAYS**

12.1 A delay in the performance by the Supplier of any of its obligations under this Agreement which is caused solely by an event that:

- (i) was beyond the reasonable control of the Supplier, not including delays specific to either obtaining a contracting permit or an export permit from the recipient countries;
- (ii) could not reasonably have been foreseen;
- (iii) could not reasonably have been prevented by means reasonably available to the Supplier; and
- (iv) occurred without the fault or neglect on the part of the Supplier;

shall constitute an "Excusable Delay", provided that the Supplier has promptly notified CCC in that regard in accordance with Article 12.2 below.

12.2 The Supplier shall notify CCC promptly upon the occurrence of an event giving rise to an Excusable Delay, with full particulars of the facts involved, together with a clear "work-around" plan, for CCC's approval, containing in detail the commercially reasonable efforts that the Supplier proposes to take in order to minimize any adverse effects of such event of Excusable Delay. The Supplier shall thereafter carry out the "work-around" plan as approved by CCC.

12.3 In the event of an Excusable Delay, any delivery date or other date that is directly affected shall be postponed for a reasonable time, not to exceed the period of the Excusable Delay, taking into account the work-around plan approved. Should an event of Excusable Delay prevent CCC from meeting its commitment, then CCC, reserves the right to terminate the Agreement for convenience as set out in Article 21.

12.4 CCC shall not be liable for any costs or charges of any nature incurred by the Supplier or any of its Subcontractors or agents as a result of an Excusable Delay.

## **13 PLANT AND EQUIPMENT AND TAXES**

13.1 The Supplier shall manufacture or procure and transport all the plant and equipment necessary to complete the Works in an expeditious and orderly manner to the Site. The Supplier shall, at its own risk and expense, transport each item to the Site in Port-au-Prince, Haiti.

13.2 Packaging must take place in accordance with all national regulatory requirements.

13.3 The equipment is to be packed in appropriate packaging and clearly marked for safe transit, bearing the name and address of the Consignee, as set out in Article 15.

13.4 Within 24 hours of shipment of the equipment, the Consignee, as set out in Article 15, is to be notified of the:

- (i) Mode and reference number of shipment
- (ii) Expected date and place of arrival
- (iii) Description of the equipment being shipped
- (iv) CCC Project Number.

13.5 The Supplier shall, at its own expense, handle all imported plant and equipment at the point of import and shall handle any formalities for customs clearance and shall bear and pay all taxes, duties, levies and charges assessed on the Supplier and its subcontractors in connection with the Works. CCC/DFAIT shall use reasonable efforts to enable the Supplier to benefit from any exemptions, reductions, allowances or privileges.

#### **14 DESIGN, ENGINEERING AND INSTALLATION**

14.1 The Supplier shall execute the design, engineering and civil works in accordance with good engineering practice.

14.2 The Supplier shall provide all necessary superintendence during the installation of the Works. The Supplier shall provide and employ on the Site such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Agreement. The Supplier is encouraged to use local labor that has the necessary skills. The Supplier shall be responsible for the recruitment, transportation, accommodations and catering of all labour, local or expatriate, required for the execution of the Agreement. The Supplier shall comply will all local safety, security, sanitation, medical care and fire prevention rules in place at the Site.

14.3 In the course of carrying out the Agreement and at completion, the Supplier shall keep the Site free from all unnecessary obstructions and shall remove all wreckage, rubbish and debris of any kind and shall leave the Site clean and safe.

#### **15 CONSIGNEE/NOTIFY PARTY**

15.1 The Consignee and Notify Party for this order will be:

**TBD**  
Port-Au-Prince, Haiti

## **16 QUALITY CONTROL, INSPECTION AND TESTING**

- 16.1 CCC or any other authorized representative shall have access to the Supplier's plant or premises where the plant or equipment comprising the Works is being manufactured during usual business hours and subject to one (1) day notice to the Supplier, subject to:
- (i) the policies and procedures regarding safety and security; and,
  - (ii) the progress of the work of the Contractor not be unreasonably disrupted.
- 16.2 All equipment and services, which constitute the subject matter of this Agreement, shall be subject to an inspection by CCC, CCC or any other authorized representative(s). The Supplier shall permit CCC or any other authorized representative(s), to attend a Factory Acceptance Test (FAT) of the prototype of the classrooms and toilet block, at the Supplier's facilities, in accordance with Article 16.4. Failure on the part of CCC to attend the FAT does not relieve the Supplier from its obligations under this Agreement.
- 16.3 CCC or any other authorized representative(s) reserve(s) the right to reject any prototype or equipment which does not conform to the required technical specifications, as set out in Annex "A" to this Agreement. At its option, CCC or their authorized representative(s), may require that the Supplier forthwith, at its own expense, make good any equipment or service, which does not conform to the technical specifications.
- 16.4 Thirty (30) days prior to the date of FAT, the Supplier shall so advise that CCC or their authorized representative(s) shall attend the FAT at the Supplier's facilities. Only CCC or their authorized representatives shall have the authority to execute the factory acceptance certificate.
- 16.5 CCC or any other authorized representative(s), within ten (10) working days upon delivery of all equipment listed in Annex "A" by the Supplier to the Site shall be entitled to inspect the equipment for completeness.
- 16.6 As soon as the Works has been completed operationally and structurally and put in a tight and clean condition, excluding minor items not materially affecting the operation or safety of the Works, the Supplier shall so notify CCC. Within fourteen (14) days after receipt of the notice from the Supplier, CCC or its authorized representative shall attend the Site and either issue a Completion Certificate in the form specified in Annex "D" stating that the Works have reached Completion or notify the Supplier in writing of any defects and/or deficiencies. If CCC notifies the Supplier of any defects and/or deficiencies, the Supplier shall then correct such defects and/or deficiencies, and shall repeat the procedure described above.

## **17 PERMITS AND LICENCES**

- 17.1 The Supplier will be responsible for obtaining any export permits, licences, certificates or other documents as required by the Canadian Government authorities or the freight forwarding agent retained by the Supplier and for the payment of any and all fees related thereto.

## **18 DOCUMENTATION/INVOICING INSTRUCTIONS:**

- 18.1 (i) Payment pursuant to Article 8.2 (i) and (iii), the Supplier shall submit the following documentation:
- (a) Commercial invoice*
  - (b) Signed Acceptance Certificate in the form provided in Annex "C"*
- And in the case of Article 8.2 (iii):*
- (c) Packing list*
  - (d) Full set clean on board ocean bill of lading or air way bill, as appropriate*
- (ii) The distribution of the documents shall be made as follows:
- (a) Copy of the full set to be faxed to CCC (Attention: Stefan Dery, Fax No:1-613-995-2121)*
- 18.2 (i) Payment pursuant to Article 8.2(ii), (iv) and (v), the Supplier shall submit the following documentation:
- (a) Commercial invoice*
  - (e) Signed Acceptance Certificate in the form provided in Annex "D"*
- (ii) The distribution of the documents shall be made as follows:
- (a) Copy of the full set to be faxed to CCC (Attention: Stefan Dery, Fax No:1-613-995-2121)*

## **19 WARRANTY PERIOD**

- 19.1 The Supplier warrants for a period of twelve (12) months from the date of Completion of the Works, that the Works or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the plant and equipment supplied and of the work executed. If during the said period any defect should be found in the design, engineering, materials and workmanship of the plant and equipment supplied or of the work executed by the Supplier, the Supplier shall promptly, in consultation and agreement with CCC regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Works caused by such defect. The Supplier shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Works arising out of or resulting from any of the following causes:
- (a) improper operation or maintenance of the Works;
  - (b) operation of the Works outside specifications provided in the Agreement; or
  - (c) normal wear and tear.

## **20 LIMITATION OF LIABILITY**

- 20.1 The extent of the liability of DFAIT and CCC, its servants and employees to the Supplier for all losses, expenses, claims or damages of every kind and nature, arising out of or connected with the performance of this Agreement shall collectively be limited to the Price as set out in Article 7.1 (or in the case of the Optional Services, the Additional Price as set out in Article 7.3) and in no event shall DFAIT or CCC be liable for any incidental or consequential damages.

## **21 LIQUIDATED DAMAGES**

- 21.1 If the Supplier fails to ensure that the Works, including the civil works, the classrooms and toilet blocks, the electrical and sanitary works as detailed in Annex "A" will be completed operationally and structurally and put in a clean condition no later than April 30, 2011, the Supplier shall pay CCC/DFAIT liquidated damages of 0.5% of the Price (or in the case of the Optional Services, the Additional Price as set out in Article 7.3) per calendar week of delay up to a maximum amount of 10% of the Price (or in the case of the Optional Services, the Additional Price as set out in Article 7.3). CCC/DFAIT shall be entitled to set-off the amount of liquidated damages against outstanding payments.
- 21.2 If DFAIT terminates this contract in whole or in part under Article 22, the Supplier is liable for liquidated damages accruing until DFAIT reasonably obtains delivery of similar Equipment. These liquidated damages are in addition to Article 22.1(d) under the Termination for Default clause.
- 21.3 The Supplier will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Supplier as defined in Article 12.

## **22 TERMINATION FOR DEFAULT**

22.1 In case the Supplier is in default under this Agreement, CCC may after giving the Supplier notice in accordance with Article 28 below, and without prejudice to any other rights and remedies, exercise one or more of the following rights:

- (a) Obtain all or part of the undelivered equipment and services from other sources;
- (b) Refuse to sign any acceptance or training certificates;
- (c) Terminate this Agreement;
- (d) Claim damages resulting from the default, including any consequential damages, such as excess and/or additional cost of reprocurring the equipment and services from other suppliers.

22.2 The following shall constitute default by the Supplier:

- (a) A breach of any of the fundamental terms of this Agreement; or
- (b) Bankruptcy or insolvency of the Supplier.

22.3 CCC, by written notice, notify the Supplier of its intention to exercise any or some of the rights listed in Article 20.1. The Supplier shall have five (5) days to respond from the date of the notice to explain how it proposes to remedy the default. If CCC, receives no response within the five (5) days, or if the response is not acceptable to CCC, CCC may, by further written notice exercise its rights as of the date of such further notice.

## **23 TERMINATION FOR CONVENIENCE**

23.1 Notwithstanding anything contained in the Agreement, CCC may, at any time prior to the delivery of the equipment and services, by giving notice to the Supplier (in this Article sometimes referred to as a "termination notice"), terminate the Agreement as regards all or any part of the equipment and services not delivered. Upon a termination notice being given, the Supplier shall immediately cease work (including the manufacture and procuring of materials for the fulfilment of the Agreement) in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the equipment and services as are not affected by the termination notice. CCC may at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the equipment and services not terminated by any previous termination notice.

- 23.2 In the event of a termination notice being given pursuant to Article 23.1, the Supplier shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Agreement and to the extent that the Supplier has not already been so paid or reimbursed by CCC:
- (a) On the basis of the Agreement price, for all completed work that is inspected and accepted in accordance with the Agreement, whether completed before, or after and in compliance with the instructions contained in, the termination notice;
  - (b) The cost to the Supplier plus a fair and reasonable profit thereon, for all work terminated by the termination notice before completion; and
  - (c) All costs of and incidental to the termination of the Agreement or part thereof, including the cost of cancellation of obligations incurred by the Supplier with respect to the terminated work or part thereof, the cost of and incidental to the taking of an inventory of materials, components, work-in-process and finished work on hand related to the Agreement at the date of the termination.
- 23.3 Notwithstanding anything in Article 23.2, the total of the amounts to which the Supplier is entitled under subparagraphs 23.2 (a) to (c) inclusive, together with any amounts paid or due or becoming due to the Supplier under other provisions of the Agreement, shall not exceed the Price or the portion thereof that is applicable to the part of the equipment and services that is terminated, and shall not exceed the proportion of the price quoted by the Supplier for all of the equipment and services that is reasonably attributable to the proportion of the work performed to the effective date of the termination.
- 23.4 In the supply of materials and supplies required for the performance of the Agreement and in the subcontracting of any of the equipment or services, the Supplier shall, unless otherwise authorized by CCC, place purchase orders and subcontracts on terms that will enable the Supplier to terminate the same upon terms and conditions similar in effect to those provided in this Article and, generally, the Supplier shall co-operate with CCC and do everything reasonably within its power at all times to minimize the amount of CCC's obligations in the event of a termination under this Article.
- 23.5 The Supplier 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 termination notice given by CCC under Article 23.1, except to the extent that Articles 23.2 to 23.4 expressly provide.

## **24 INTERNATIONAL SANCTIONS**

- 24.1 In compliance with its international obligations or with United Nations obligations, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the *United Nations Act*, the *Special Economic Measures Act (SEMA)*, or the *Export and Import Permits Act*.
- 24.2 The Supplier agrees that it will comply with any such regulations that are in force on the effective date of the Agreement and will require such compliance by its Subcontractors.

## **25 APPLICABLE LAWS**

- 25.1 This Agreement shall be interpreted in accordance with the laws in force in the province of Ontario, Canada.

## **26 DISPUTES UNDER THIS AGREEMENT**

- 26.1 In the event of any dispute between the Supplier and CCC under this Agreement, the Parties shall attempt to settle the matter amicably. In the event that the matter is not so settled and either Party wishes to pursue the matter further, it shall be referred to arbitration in Ottawa, Canada, in the English language, in accordance with the *Commercial Arbitration Act* (R.S.C.1985, c.17, 2nd Supp.). Any such arbitration decision shall be final and binding upon both Parties.

## **27 ENTIRE AGREEMENT**

- 27.1 This Agreement, and its Annexes, constitutes the entire agreement between the Supplier and CCC pertaining to the subject matter of this Agreement and supersedes all previous negotiations and documents pertaining thereto.

## **28 CORRUPTION**

- 28.1 The Supplier warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of DFAIT, CCC or Her Majesty in right of Canada for, or with a view to, the entering into this Agreement.

## **29 PROJECT MANAGER**

29.1 The CCC Project Manager for this Agreement is:

Mr. Stefan Dery  
Canadian Commercial Corporation,  
50 O'Connor Street, 11th Floor,  
Ottawa, Ontario, K1A 0S6;  
Telephone: 613-995-7812  
Fax: 613-995-2121;  
Email: [sdery@ccc.ca](mailto:sdery@ccc.ca)

## **30 NOTICES**

30.1 Any notice to be given under this Agreement shall be given in the manner set forth below.

30.2 Any notice hereunder shall be effectively given if sent by letter or by telegram, postage prepaid or with charges prepaid as the case may be, by facsimile or by electronic mail with return receipt. Notices sent by facsimile shall be deemed to be received on the day they were sent. Notices sent by registered mail shall be deemed to be received on the fifth business day after the date of mailing. Notices sent by electronic mail with return receipt shall be deemed to be received on the date they were opened by the recipient.

30.3 Notices shall be sent to:

(a) **The Supplier:**

Attn:  
Phone :  
Fax Number :  
Email:

(b) **Canadian Commercial Corporation**

50 O'Connor Street, 11th Floor  
Ottawa, Ontario, K1A 0S6  
Attn: Stefan Dery  
Telephone: 613-995-7812  
Fax: 613-995-2121 or 613-947-3903  
Email: [sdery@ccc.ca](mailto:sdery@ccc.ca)

With a copy to General Counsel  
50 O'Connor Street, 11th Floor  
Ottawa, Ontario, K1A 0S6

- 30.4 The above names, addresses, contact numbers may be changed by notice.
- 30.5 The Supplier shall endeavour to always provide sufficient notice of any matter to CCC.

### **31 PROGRESS REPORTS**

- 31.1 The Supplier shall communicate to CCC in writing on a monthly basis, or more frequently if CCC so requires, describing its progress under the Agreement, including a full description of any actual or anticipated problems or delays and the proposed resolution thereof. CCC may specify to the Supplier the nature and content of these communications.

### **32 CONFIDENTIALITY**

- 32.1 Each Party shall use all information regarding the other Party's business which the other Party has identified as being of a proprietary or confidential nature, solely for the purpose of this Domestic Contract. Such information shall be kept confidential for an unlimited period of time and shall not be disclosed except for the purpose of the Project, unless the prior written consent to disclosure of the Party who has supplied the information is obtained or the disclosure is legally required.

### **33 AMENDMENTS**

- 33.1 The Agreement may not be amended, or modified, nor shall any of its terms and conditions be waived, except by agreement in writing executed by both the Supplier and CCC.

### **34 WAIVER**

- 34.1 A waiver of the breach of any provision of the Agreement shall not be binding upon either Party, unless it is in writing and signed by the waiving Party and delivered to the other Party. A waiver by a Party of any provision of this Agreement shall not constitute a continuing waiver, or a waiver of one or any of the other provisions, unless such waiver shall specifically provide otherwise.
- 34.2 Payments to the Supplier shall not constitute evidence that the Supplier's related obligations under this Agreement have been performed.

## **COUNTERPART EXECUTION**

This Supply Arrangement Agreement may be executed in any number of counterparts with the same effect as if the parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same agreement. The parties further agree that a faxed signature shall be deemed to be and shall have the same effect as an original signature.

**IN WITNESS WHEREOF** this Supply Arrangement Agreement has been executed by the duly authorized officers of the parties.

### **CANADIAN COMMERCIAL CORPORATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

### **SUPPLIER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEX “A”**  
**STATEMENT OF WORK**  
HAITI NATIONAL POLICE TRAINING FACILITIES –PORT-AU-PRINCE  
PROJECT REQUIREMENTS

**ANNEX “B”**  
**PRICING TABLE**  
HAITI NATIONAL POLICE TRAINING FACILITIES –PORT-AU-PRINCE

**ANNEX "C"**  
**Acceptance Certificate**

*Acceptance Certificate*

This is to certify that \_\_\_ classrooms and \_\_\_ toilet blocks and the related plant or equipment:

.....

have been approved as prototypes by CCC/DFAIT  
or  
have been received in Haiti.

*For (CCC/DFAIT or Recipient Country)*

*Signed* .....

*For (Supplier)*

*Signed* .....

*dated: (date of month, and year)*

**ANNEX “D”  
Completion Certificate**

*Completion Certificate*

This is to certify that site preparation at the HNP Training Facilities  
as per the terms of the Agreement  
has been completed.

or

This is to certify that \_\_\_ classrooms and \_\_\_ toilet blocks and the related plant  
Have been installed at the HNP Training Facilities  
as per the terms of the Agreement.

or

This is to certify that the warranty period for the HNP Training Facilities installation  
has been completed as per the terms of the Agreement  
and there are no outstanding items to be remedied.

*For (CCC/DFAIT or Recipient Country)*

*Signed .....*

*For (Supplier)*

*Signed .....*

*dated: (date of month, and year)*