

# TERMS AND CONDITIONS

## 1.0 GENERAL PROVISIONS

### 1.1. Definitions: The following definitions apply throughout these terms and conditions (“Terms and Conditions”):

- (a) “Agreement” means:
  - (i) these Terms and Conditions; and
  - (ii) the Purchase Order to which these Terms and Conditions are attached.
- (b) “Applicable Laws” means all enactments applicable to this Agreement in the delivery of the Goods/Services;
- (c) “Confidential Information” means all information (including information in writing and transmitted orally, visually or by other means) which one Party acquires directly from the other Party or indirectly during provision of the Goods/Services (including information regarding the Goods/Services) or any other information concerning or relating to the Parties, including without limitation its business, affairs, financial position, assets, operations, activities, prospects, trade secrets, technology or technical information, and all Personal Information as defined in *FOIP*, together with all compilations, notes, or other documents prepared by the Parties containing or based upon such information, but shall not include: (a) information which is or becomes available to the public other than as a result of disclosure by the other Party or its representatives; and (b) information which the Party can prove was, at the time of disclosure, already in its possession on a non-confidential and lawful basis;
- (d) “Construction Services” means the construction work and ancillary services undertaken by a Vendor;
- (e) “Fees” or “Price” means the monetary amounts referred to as ‘Net Amount’ on the Purchase Order;
- (f) “FOIP” means the *Freedom of Information and Protection of Privacy Act* (Alberta);
- (g) “Goods/Services” means the good(s) and/or service(s) including Construction Services purchased by the Municipality, referred to as ‘Material/Description’ on the Purchase Order;
- (h) “Invoice” means an itemized list of Goods/Services provided by the Vendor under this Agreement from time to time;

- (i) “Municipality” means the Regional Municipality of Wood Buffalo;
- (j) “Party” means one of the parties to this Agreement and “Parties” means the Municipality and the Vendor, collectively;
- (k) “Personal Information” means recorded information about an identifiable individual, as defined in more detail in *FOIP*, that is disclosed to the Vendor or collected, created, maintained, or stored by the Vendor in the provision of the Goods/Services, excluding the Vendor’s own accounting and human resources records;
- (l) “Price” or “Fees” means the monetary amounts referred to as ‘Net Amount’ on the Purchase Order;
- (m) “Purchase Order” is the document issued by the Municipality that purports to authorize the purchase of Goods/Services by the Municipality from the Vendor, to which these Terms and Conditions are attached;
- (n) “Subcontractor” is any person or party having a contract with the Vendor to supply or provide part or parts of the Goods/Services;
- (o) “Term” means the period commencing on the date as identified as ‘Order Valid From’ in the Purchase Order and ending on the date identified as ‘Order Valid To’ in the Purchase Order;
- (p) “Vendor” means the person or party identified as such in the Purchase Order; and
- (q) “Work Site” means the location where the Goods/Services are delivered by the Vendor under this Agreement, and for the purpose of the *Occupational Health and Safety Act* (Alberta), means any location that meets the definition of “work site” as defined in that Act.

### 1.2. Interpretation: The Parties agree that:

- (a) Any reference to an enactment in these Terms and Conditions includes any amendment or re-enactment and all regulations thereunder; and
- (b) Any provision of this Agreement containing words denoting inclusion (e.g. “including”) followed by a list of specific matters or items, such lists will not restrict the generality of such provision.

- 1.3. Payment Terms:** The Vendor may submit an Invoice to the Municipality pertaining to Goods/Services provided over a period of time not less than 30 days. Invoices shall contain such information and details as the Municipality may reasonably require. Subject to this Agreement, the Municipality shall pay each Invoice within 30 days, inclusive, of receipt of the Invoice by the Municipality. The Municipality may withhold payment of any portion of the Invoice which is in dispute and the Municipality and the Vendor shall act reasonably to resolve such dispute in a timely manner. All invoices containing disbursements must be supported by original detailed receipts.
- 1.4. Vendor to Provide:** The Vendor shall provide all personnel, labour, materials, supplies, equipment, tools, transportation and other requirements for the timely and proper provision of the Goods/Services, except as otherwise expressly set forth in this Agreement.
- 1.5. Vendor Compliance:** In accepting this Agreement, the Vendor undertakes and agrees to provide the Goods/Services in strict compliance with this Agreement.
- 1.6. Applicable Laws:** The Vendor will comply with all applicable policies of the Municipality and all applicable enactments relating to the Goods/Services, including *FOIP* and any applicable enactments related to worker's compensation, employment standards, environmental protection and occupational health and safety laws. The law applicable to this Purchase Order shall be the law in effect in the Province of Alberta. Except for an appeal from an Alberta court to the Supreme Court of Canada, no action in respect to the Purchase Order shall be brought or maintained in any court other than a court of the appropriate jurisdiction of the Province of Alberta.
- 1.7. Confidentiality:** Except as required by law, neither the Municipality nor the Vendor shall disclose, nor permit any person under its authority to disclose (except to the extent necessary to perform the obligations set out in this Agreement or under law) Confidential Information gained by it as a result of the performance of this Agreement. The Vendor shall bear the costs of records management practices required by *FOIP* in relation to Confidential Information of the Municipality under the care of the Vendor. All such Confidential Information and records shall be returned to the Municipality by the Vendor upon the expiry or earlier termination of the Term or alternatively, upon the request of the Municipality, deleted or destroyed. The Vendor shall immediately give written notice to the Municipality of any request from another party for release of any Confidential Information of the Municipality and will cooperate if the Municipality uses any remedies available at law to protect the Confidential Information from such disclosure.
- 1.8. Conflict of Interest:** The Vendor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the Municipality's interests. Upon becoming aware of a conflict relating to this Agreement the Vendor shall immediately disclose the relevant information

pertaining to the conflict to the Municipality.

- 1.9. FOIP:** The Vendor acknowledges that the Municipality is subject to *FOIP*. *FOIP* applies to all records relating to, or obtained, created or collected under this Agreement which are in the custody or under the control of the Municipality and Vendor. The Vendor agrees to comply with the provisions of *FOIP*. Notwithstanding anything else in this Agreement, the Vendor agrees that, subject to the Municipality's obligations under *FOIP*, all documents relating to this Agreement may be published and made public by the Municipality. If there are any documents the disclosure of which would constitute a disclosure harmful to the Vendor's business interest or a disclosure harmful to personal privacy, as defined in *FOIP*, the Contractor must notify the Municipality in writing which portion of the documents should not be disclosed. The Municipality will make reasonable efforts to redact any portions of the documents which the Municipality agrees should not be disclosed pursuant to *FOIP*.
- 1.10. Insurance:** During the Term, the Vendor shall maintain the minimum insurance coverage specified below and shall provide satisfactory certificates of insurance confirming such coverages on request by the Municipality:
- (a) General liability insurance against third party bodily injury, personal injury and property damage, including products and completed operations liability and blanket contractual liability for an amount of not less than two million dollars (\$2,000,000) per occurrence;
  - (b) Professional liability insurance for an amount of not less than Two million dollars (\$2,000,000) if applicable to the Goods/Services;
  - (c) Automobile Liability insurance(s) in amounts of no less than Two million dollars (\$2,000,000) shall be carried by Vendor for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement; and
  - (d) Worker's compensation coverage or employer's liability coverage for employees of the Vendor, as well as personal coverage for any directors, partners and agents of the Vendor involved in the purchase of the Goods/Services.

The Municipality is to be named as an "additional insured" as its interests may appear within the confines of this Agreement to the insurance policies (other than the automobile insurance policies) of the Vendor. The Vendor's insurance policy is not to include any limitation to the liability assumed in this Agreement.

The Vendor shall provide evidence of insurance(s) to the Municipality in a commercially reasonable fashion.

- 1.11. Audit and Records Retention:** The Vendor shall maintain, at its cost, complete and accurate records of the Goods/Services provided for the Municipality and all Fees charged to the Municipality, for a period of

seven years after expiry of the Term or early termination of this Agreement. During the retention period, the Municipality and any person designated by the Municipality shall have access to the Vendor's records and documentation relating to the Goods/Services, at all reasonable times, for the purpose of auditing and verifying the provision and cost of the Goods/Services.

**1.12. Exclusion of Liability:** Notwithstanding anything to the contrary expressed or implied in this Agreement, the Municipality shall not be liable to the Vendor for any general, indirect or consequential damages or any economic losses of any kind, regardless of whether the liability to which such damages relate arises in contract, tort or otherwise in law, or for any bodily injury, loss or damage sustained by the Vendors, its employees, agents or sub-contractors arising from any cause whatsoever.

**1.13. Indemnity:** The Vendor shall at all times and without limitation be fully liable for, and shall indemnify and hold harmless the Municipality and the Municipality's elected officials, directors, officers, agents, employees and volunteers (the "Indemnified Parties") from and against any and all claims, liabilities, losses, costs, damages, consequential damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, liens, encumbrances, suits or other proceedings, whether first party or third party, together with legal costs on a solicitor-and-his-own-client full indemnity basis ("Claims") by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Vendor, its Subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Vendor's obligations under, or otherwise in connection with, this Agreement. The Vendors further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Municipality, claimed or resulting from such Claims. The obligations contained in this section shall survive the termination or expiry of this Agreement

**1.14. Non-Exclusive Contract:** The Municipality makes no representation that the Vendor is the sole supplier of goods or services the same as or similar to the Goods/Services to the Municipality, and reserves the right to contract with other parties for goods and services the same as or similar to the Goods/Services.

**1.15. Environment:** The Vendor shall comply with all Applicable Laws dealing with the environment including the *Environmental Protection and Enhancement Act* (Alberta). When requested by the Municipality, the Vendor shall provide evidence of compliance with such laws.

**1.16. Workers' Compensation:** The Vendor shall comply with all Applicable Laws related to workers' compensation including the *Workers' Compensation Act* (Alberta). When requested by the Municipality, the Vendor shall provide evidence of compliance with such laws, including evidence of payments due thereunder by the Vendor or Subcontractor. If directors, partners, or owners of the Vendor will be actively providing Goods/Services under this Agreement, then the Vendor must provide workers compensation coverage for those directors, partners, and owners.

**1.17. Occupational Health and Safety:** The Vendor shall comply with all Applicable Laws dealing with the occupational health and safety including the *Occupation Health and Safety Act* (Alberta). When requested by the Municipality, the Vendor shall provide evidence of compliance with such laws. The Vendor shall enforce compliance with such laws by its Subcontractors.

**1.18. Disputes:** The Parties shall seek to resolve any disputes with regard to this Agreement expeditiously and in good faith through negotiations. If a dispute cannot be resolved within 21 days after notice of a dispute is provided by either Party to the other Party through negotiations, the Parties shall refer the dispute to arbitration of a single arbitrator. The award and determination of the arbitrator is binding upon the Parties and their respective heirs and assigns, with no right of appeal.

**1.19. Force Majeure:** Neither Party is liable for any loss, detention, default, damage or delay in fulfilling the obligations under this Agreement caused by or resulting from causes beyond its reasonable control, including, but not limited to, any act of God, fire, flood, acts of government authority, enemy or hostile actions, sabotage, war, blockades, insurrections, riots, epidemics, washouts, nuclear and radiation activity or fallout, civil disturbances, explosions, or other casualty.

**1.20. Termination:** The Municipality may terminate this Agreement:

- (a) immediately if any of the following events occur, as determined by the Municipality, in its sole discretion:
  - (i) any material breach or non-performance by the Vendor of its obligations under this Agreement, including but not limited to:
    - (A) failure of the Vendor to devote the necessary time, resources, staff and skill to the provision of Goods/Services provided under this Agreement; or
    - (B) failure to provide, deliver and/or install any Goods/Services

purchased under this Agreement in a timely manner and in compliance with the Terms and Conditions of the Purchase Order;

- (ii) the Vendor becomes insolvent, is adjudged bankrupt or takes the benefits of any legislation relating to bankrupt or insolvent debtors;
  - (iii) the Vendor voluntarily or by court order is wound-up, dissolved or liquidated;
  - (iv) any adverse change in circumstance or conduct of the Vendor which may affect or harm the status or reputation of the Municipality.
- (b) upon seven days prior written notice to the Vendor at any time in the Municipality's sole discretion.

**1.21. Consequences of Termination:** As of the effective date of termination, the rights and obligations of the Parties shall cease (except to the extent such rights and obligations apply to that portion of the Term occurring prior to the effective date of termination) and the Parties shall co-operate in the return of records and information, payments and related matters.

**1.22. Notice:** Any notice to be given by either Party to the other pursuant to this Agreement shall be in writing and delivered via electronic mail to the Municipality ([purchasing@rmwb.ca](mailto:purchasing@rmwb.ca)) or to the Vendor at the email address referred to as 'Vendor Email Address' in the Purchase Order.

**1.23. Miscellaneous:** The Parties further agree that:

- (a) This Agreement constitutes the entire understanding between the Parties relating to the Goods/Services. There are no agreements, representations or warranties except as set forth in this Agreement. No modification or amendment to this Agreement shall be binding unless executed in writing by the Parties;
- (b) The rights and obligations of the Parties hereunder shall not be assigned or assignable, in whole or in part, by either Party. The Terms and Conditions of this Agreement shall enure to the benefit and be binding upon the successors of each of the Parties;
- (c) If any provision of this Agreement or the application thereof is held invalid or unenforceable to any extent, the remainder of this Agreement or the application thereof shall not be affected thereby;
- (d) The Vendor will not use, nor shall it permit any person employed by it to use, identifying marks of the Municipality other than with the prior written consent of the Municipality, which may be arbitrarily

withheld;

- (e) Section 1.7 and 1.13 shall continue in full force and effect following such expiry or termination;
- (f) The Vendor is responsible for arranging all of its own parking for its personnel and equipment, as well as that of its sub-contractors, with Municipality Parking Services including payment thereof; and
- (g) The Vendor is fully responsible for any of the Municipality's keys in its possession and shall be charged for any and all costs resulting from lost or stolen keys. The Vendor will sign out keys in accordance with the Municipality's current key sign-out policy.

**1.24.** Upon issuance of the Purchase Order, the Vendor shall immediately develop a written plan to address safety during performance of Construction Services. Once approved by the Municipality, this plan shall constitute the Construction Safety Plan. The Vendor shall keep one copy of the Construction Safety Plan at the Work Site, in good order and available for review by the Municipality and its agents.

The Vendor shall be solely responsible for performing the Construction Services, itself and by Subcontractors, in accordance with the Construction Safety Plan and all laws and regulations relating to health and safety.

The Municipality may, for reasons of health and safety as reasonably determined, cause parts of, or all of, the Construction Services to be stopped, or the Vendor or any of the Subcontractors to be removed or excluded from the Work Site. Such action shall not relieve the Vendor from its obligations under this Agreement or otherwise affect the Price or give rise to any claim by the Vendor against the Municipality.

**1.25.** The Vendor shall ensure that the performance and products of its Construction Services are in accordance with the plans or specifications provided by the Municipality ("Approved Plans"). The Vendor shall promptly remedy, correct and rectify any variation of products or performance of the Construction Services from the Approved Plans ("Deficiencies"), whether or not the Deficiencies are the result of poor workmanship, use of defective materials, or damage through carelessness, negligence or other act or omission of the Vendor or any person for whom the Vendor is responsible.

## 2.0 GOODS (PRODUCT & EQUIPMENT)

**2.1. All Inclusive Purchase Price:** The Price is the complete cost to the Municipality (excluding taxes) for the sum total of all items listed on the Purchase Order. Fees or charges invoiced that are not detailed on the Purchase Order will not be paid.

**2.2. Shipment:** The Parties agree that:

- (a) All packages, packing slips, Invoices, correspondence, customs documentation and freight bills of lading relating to the Goods/Services shall have the Municipality's complete Purchase Order number prominently displayed and packing slips shall accompany all

shipments. Invoices will not be processed by the Municipality for payment until all items invoiced are received and accepted by the Municipality;

- (b) For all products subject to “Workplace Hazardous Material Information System” (WHMIS) legislation, “Material Safety Data Sheets” (MSDS) and or “Safety Data Sheets” (SDS) shall accompany the items and shipping documents. The MSDS or SDS shall be included on any items being shipped which are regulated substances and which require precautions by employees prior to handling and usage in the workplace. All items that are regulated under the *Transportation of Dangerous Goods Act* or the International Air Transport Association shall be accompanied by “dangerous goods” shipping documents and appropriate labelling on the package(s).

(<https://www.tc.gc.ca/eng/tdg/training-us-276.htm>); and

- (c) All shipments entering into Canada must be cleared through Canada Customs prior to their delivery to the Municipality and are subject to payment of duties and taxes (excluding GST). For customs purposes, a Canada Customs invoice or commercial Invoices to be attached to the shipment. The information provided on the Invoice must include complete and accurate details about the items being imported in order to comply with Canada Border Services Agency legislation. In addition, in order for the Municipality to qualify for the lower rate of duty, a completed NAFTA Certificate of Origin should accompany the shipment.

- 2.3. Canadian Vendors:** The Price is the complete cost to the Municipality. Subsequent Canadian Customs Clearance and associated import costs for orders shipped directly to the Municipality from locations outside of Canada are the responsibility of the. It is the Vendor’s responsibility to ensure the customs documentation states:

- Importer of Record in Canada is (name of Canadian Vendor)
- Purchase Order Number
- Name of Vendor’s Customs Broker

- 2.4. Foreign Vendors:** The Municipality is the Importer of Record for all items purchased from foreign vendors. A commercial Invoice containing ALL the following information must accompany every order destined for the Municipality:

- Municipality Custom Broker
- Purchase Order Number
- Full and complete description of each item
- Country of manufacture of each item
- Value (Price payable) of each item, excluding shipping/freight

- 2.5. Customs Radioisotopes/Import Permits:** The Vendor is responsible for emailing a pre-alert of the arrival date and waybill number to [purchasing@rmwb.ca](mailto:purchasing@rmwb.ca). A copy of the Agriculture Canada or Health Canada import permit should be attached to the outside of the shipment for customs clearance at point of entry.

- 2.6. Shipment in Transit:** Unless otherwise agreed, all shipments are to be prepaid by the Vendor. It is the Vendor’s responsibility to arrange full and complete protection and insurance of shipment while in transit to the Municipality.

- 2.7. CSA Approval:** All electrical Goods shall comply with all Applicable Laws and be fully CSA approved and shall bear appropriate approval stickers in accordance with the requirement of the *Canadian Electric Code* and all applicable enactments. The Vendor shall be responsible for all associated costs in obtaining CSA approval and completing any necessary modifications required.

- 2.8. Pressure Equipment:** All pressure equipment shall comply with all Applicable Laws and conform to the *Safety Codes Act* (Alberta) and its *Pressure Equipment Safety Regulation*, and *Pressure Equipment Exemption Order*. All pressure equipment, piping, components, fittings and pressure relief devices shall comply with the following:

- (a) **CANADIAN REGISTRATION NUMBER (CRN):** All pressure vessels and fittings shall be registered in Canada and have a valid CRN for Alberta as prescribed by the *Safety Codes Act* (Alberta). Fittings shall be provided with a copy of a Statutory Declaration indicating a valid CRN for Alberta. Pressure vessels shall come with a manufacturer’s data displaying a valid CRN for Alberta. Pressure vessels shall be provided with a Form U-1 Manufacturer’s Data Report displaying a valid CRN for Alberta matching the manufacturer’s nameplate on the vessel;

- (b) **MATERIAL:** All pressure piping, fittings, bolting, welding consumables, and other materials used for pressure piping fabrication shall be supplied in conformance with the engineering design drawings and specifications. They shall be supplied with Material Test Reports (MTR) and shall have identification on the material itself that allow it to be traced to its MTR. Fittings shall be marked in accordance with MSS-SP25;

- (c) **ASSEMBLED FITTINGS:** Assembled fittings such as valves, steam traps, strainers, check valves, etc. shall have a certificate of conformance. The certificate will state material details, pressure and temperature rating, sizing, trim details, etc. & list a valid CRN for Alberta;

- (d) **PRESSURE RELIEF DEVICES:** Pressure relief devices shall be supplied in conformance with the engineering design drawings and/or specifications. They shall be supplied with the manufacturer’s performance test reports and a manufacturer’s nameplate affixed to the body. They shall be supplied with a valid CRN for Alberta stamped on its nameplate.

**2.9. Service Manuals:** Service manuals complete with circuit diagrams will be provided for all components of the Purchase Order, if requested.

**2.10. Equipment Warranty:** The Vendor warrants to the Municipality the material, equipment, products and assemblies provided as part of the Purchase Order against defective design, goods and workmanship for a period of 12 months from date of final acceptance by the Municipality. The Municipality will give the Vendor written notice of observed defects promptly.

**2.11. Standards Warranty:** The Vendor warrants to the Municipality that the duties, work and Goods/Services to be provided by the Vendor as part of the Purchase Order shall be performed to the level of the standards acceptable to the Municipality.

**2.12. Patent Warranty:** The Vendor warrants to the Municipality that the Goods/Services furnished hereunder and the use thereof, do not infringe any patent rights, copyrights, trademark rights or other intellectual or industrial property rights. The Vendor shall defend at its own expense any suit that may arise in respect thereof, and that the Vendor will indemnify and save harmless the Municipality from all costs, damages, expenses and claims of any nature relating thereto.

### **3.0 SERVICES (INCLUDING CONSTRUCTION SERVICES)**

**3.1. Services:** The Municipality hereby retains the Vendor, as an independent contractor, for the purpose of providing the Goods/Services during the Term and the Vendor hereby accepts the retainer. The Vendor will provide the Goods/Services during the Term in a timely and competent manner in accordance with the Terms and Conditions of this Agreement and in accordance with applicable professional and industry standards for the Goods/Services. The Vendor shall obtain information and direction from the Municipality on a regular basis in the provision of the Goods/Services.

**3.2. Fees:** As payment for the Goods/Services, the Municipality will pay to the Vendor the Fees as set out in the Purchase Order. Except as otherwise specified, no amount in addition to the Fees will be payable by the Municipality on account of expenses or disbursements of the Vendor. The Vendor will render Invoices for the Fees to the Municipality monthly, unless otherwise specified, and the Municipality will pay to the Vendor the Fees or such portion thereof as is properly due, together with GST (if applicable).

**3.3. Warranty:** (applicable to Construction Services only): The Vendor warrants that the Goods/Services shall be free from any defects and deficiencies in workmanship performed and product and material supplied by the Vendor and its sub-contractors for a period of 12 months from the date of final acceptance by the Municipality. The Municipality will give the Vendor written notice of observed defects and deficiencies promptly.

**3.4. Health and Safety:** (applicable to Construction Services only): Unless otherwise stated in the Agreement, the Vendor shall assume the role of Prime Contractor while providing the Goods/Services for the purposes of the *Occupational Health and Safety Act* (Alberta) for the duration of the work and the Vendor is to establish and maintain a system or process that ensures compliance with the *Occupational Health and Safety Act* (Alberta) at the Work Site. Accordingly, the system or process shall take into account, and encompass the employees and agents of the Municipality, consultants, the Vendor, Subcontractors, other contractors/suppliers and the general public.

Work Site access while providing Construction Services will be restricted and only persons completing the Vendor's safety orientation program, following proper sign-in procedure, and wearing all required personal protective equipment shall be allowed on the Work Site.

**3.5. Miscellaneous:** The Parties further covenant and agree:

(a) Any intellectual property developed by the Vendor in the provision of the Goods/Services, including copyright to any materials produced by the Vendor, belongs to the Municipality and the Vendor hereby waives in entirety its moral rights relating thereto and will obtain a similar waiver from its employees and other persons involved in the provision of the Goods/Services. This Agreement does not transfer to the Vendor any rights whatsoever (including ownership or usage rights) to any intellectual property developed by the Vendor in the delivery of the Goods/Services;

(b) Nothing in this Agreement shall make the relationship between the Municipality and the Vendor one of partnership, joint venture or employment. The Vendor is an independent contractor. Nothing in this Agreement constitutes authority for the Vendor to make commitments which bind the Municipality or to otherwise act on behalf of the Municipality;

(c) The Vendor represents and warrants that the Goods/Services contracted for are directly related to the business of the Vendor and that the Vendor is a resident of Canada. The Vendor acknowledges that the foregoing declaration has no binding effect on Canada Revenue Agency but will be relied on by the Municipality in determining its obligations under the *Income Tax Act* (Canada); or The Vendor represents and warrants that the Goods/Services contracted for are directly related to the business of the Vendor and that the Vendor is a non-resident of Canada. In accordance with the provisions of the *Income Tax Act* (Canada), the Municipality will withhold and submit 15% of the Fees charged on each Invoice for Goods/Services provided in Canada unless the Vendor obtains from Canada Revenue Agency a waiver or reduction in the amount to be withheld.