Appendix 1 - Canada Post Sample Agreement

MAIL TRANSPORTATION & DELIVERY CONTRACT [1]
("Contract")

Between: Canada Post Corporation ("Canada Post")

- and -

("Contractor")

1.0 DEFINITIONS

"Mail" means any message, information, funds or goods tendered for delivery by or on behalf of Canada Post as set forth in the ***Canada Post Corporation Act***, as amended, and includes without restricting the generality of the foregoing, equipment and property of Canada Post and any other Item tendered by Canada Post for transportation.

"Contractor" means the Contractor herein, including all of the Contractor's directors, officers, employees, agents, subcontractors or other authorized representatives.

2.0 SERVICE REQUIREMENTS

2.1 The Contractor shall, accept, carry and deliver all Mail tendered by Canada Post, and perform all such services set out in Schedule "A" (the "Service") in accordance with this Contract and all of the attached Schedules . When the Contractor is providing the Service, no other product shall be loaded on the same vehicle except if authorized in writing by a Canada Post representative.

2.2 The parties acknowledge and agree that Canada Post may, from time to time, amend Schedule "A" on a permanent or on a temporary/seasonal basis as Canada Post, in its sole discretion, deems necessary to enable it to meet its changing requirements. Canada Post shall provide a one week notice to the Contractor prior to the execution of the amended Schedule "A". All such amendments to Schedule "A" shall be subject to the parties reaching agreement on the revised rates that may be required by the same

2.3 Where Schedule "A" is amended, the amount paid to the Contractor pursuant to this Contract shall be adjusted in accordance with the provisions set out in Schedule "B".

2.4 Without prejudice to any other rights or remedies available to Canada Post herein, or by statute, regulation, law or in equity, it is understood and agreed that should the Contractor at any time fail to provide the Service as required by this Contract, Canada Post may make alternative arrangements, and the Contractor hereby agrees and covenants to pay any reasonable costs incurred by Canada Post forthwith. Canada Post may deduct such costs as per paragraph 4.0 Schedule "B", from the amount owing or accruing due to the Contractor from Canada Post.

2.5 Any and all taxes, tolls and other lawful fees levied on routes traveled by the Contractor in its Performance of the Service shall be to the account of the Contractor.

2.6 The Contractor's performance on this service may be factored by Canada Post into future tender evaluation on the same or similar service.

[1] Version 2019-12-12

3.0 PAYMENT PROCEDURES

3.1 Canada Post shall pay the Contractor in accordance with Schedule "B", subject to this Contract, including other Schedules, as consideration for the performance of the Service.

Fuel payments shall be paid monthly in accordance with Schedule “D”.

3.2 Payment to the Contractor shall be payable in Canadian funds after receipt of invoice or on an automatic monthly recurring basis, as the case may be, **"NET SIXTY (60) DAYS"**. Canada Post will pay the amounts owing to the Contractor under this Contract by direct deposit to the bank account designated by the Contractor.

Refer to the table below for an overview of the payment procedures;

Services rendered in:	Will be paid at the end of:	Services rendered in:	Will be paid at the end of:
January	March	July	September
February	April	August	October
March	May	September	November
April	June	October	December
May	July	November	January
June	August	December	February

At the expiry date of the Contract, the Contractor shall receive the two last monthly payments beyond the expiry date as per the payment process table above.

3.4 Each invoice for payment shall be certified as correct by an officer of the Contractor and accompanied by such supporting documentation as Canada Post may require.

The Contractor must forward all invoices pertaining to this Contract to the attention of the Canada Post designated Local Postal Official.

Any error in payment, shall be adjusted forthwith upon discovery by the Contractor or within a reasonable time upon notice from Canada Post.

The Service under this Contract is zero-rated for the purposes of the Goods and Services Tax and the Harmonized Sales Tax (hereinafter referred to as "GST" and "HST") pursuant to Section 11 of Part VII of Schedule VI to the Excise Tax Act, R.S.C. 1985, Chapter E-15, as amended from time to time. It is also zero-rated for the purposes of the Quebec Sales Tax pursuant division Vll of chapter lV of the Quebec Sales Tax Act, as amended from time to time.

3.5 **No improper payments** - The Contractor warrants that it has not been, and will not be involved, either directly or indirectly, in giving, offering or agreeing to give or offer, any loan, reward, advantage or benefit of any kind to an elected representative, a government official, an employee of any government or ministry, state corporation, including Canada Post or public international organization (or to any relative or other person connected with such an individual) in exchange for, or in order to induce, favourable business treatment or to affect any decision. Any breach of the preceding sentence shall be deemed to be a material breach of this Contract giving rise to all of Canada Post’s rights arising therefrom.

4.0 NON EXCLUSIVE CONTRACT

The Contractor agrees that nothing in this Contract or elsewhere shall prevent Canada Post at any time from entering into any contract or business arrangement (including but not limited to, any joint venture or alliance) with any other party, whether or not the contract or business arrangement, as the case may be, would compete with the Contractor’s business that relates to the service the Contractor is carry out under this Contract or any other aspect of the Contractor’s business.

5.0 COVENANTS OF THE CONTRACTOR

5.1 The Contractor covenants and agrees to furnish all labour, materials, tools and equipment necessary for the performance of the Service, and to carry out such Service diligently and in a careful and professional manner.

5.2 The Contractor and its employees are required to conduct themselves at all times in a professional manner when performing the Service under this Contract. The Contractor agrees to implement and maintain a dress and grooming code compatible with the highest industry standards.

5.3 The Contractor shall comply with all legislation directly or indirectly applicable to the performance of its obligations under this Contract.

5.4 The Contractor shall promptly provide such reports on the progress and results of the performance of the Service as Canada Post may require.

5.5 The Contractor shall not in any way alter the scope of the Service without prior written consent of Canada Post.

5.6 The Contractor shall not use Canada Post trade-marks and logos without the express written consent of Canada Post, or unless required in the Contract.

6.0 SECURITY REQUIREMENTS

6.1 In respect of every Contractor having or requiring access, for any reason, to Canada Post protected information and/or assets ("Protected Assets and Information"), which include, but shall not be limited to mail, Canada Post proprietary, commercial or confidential information of any kind and in whatever form, and all facilities, premises, equipment and assets of any kind and in whatever form in, on or with which the Service is provided, the Contractor shall comply with the Security Requirements set out in Schedule "C".

7.0 LIABILITY FOR LOSS OR DAMAGE

7.1 Without limiting any general liability and indemnity provisions that are set out in the body of this Contract, the Contractor assumes all risk and shall be liable to Canada Post for any loss or damage to all Mail tendered to, provided to, or otherwise received by, the Contractor, while such Mail is in the care, custody or control of the Contractor. Where such loss or damage occurs Canada Post shall have the right to deduct the amount of such loss or damage from any monies due to the Contractor from Canada Post. Canada Post shall also have the right to seek recovery at law or in equity for such further compensation to which Canada Post may be entitled.

7.2 For the purposes of this Contract the Contractor shall be deemed to have care, custody or control of the Mail from the time the Mail is tendered to the Contractor up to the point of delivery of the Mail which locations are listed in Schedule "A" or as otherwise directed by Canada Post.

8.0 INDEMNIFICATION

8.1 The Contractor shall at all times indemnify and render harmless Canada Post, its directors, officers, employees and any others for whom it may become responsible in law, from and against all losses, claims (including claims made by the Contractor's personnel under Worker's Compensation legislation), claims by any person alleging an employer/ employee relationship, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss of, damage to or destruction of property (including loss or damages sustained by the Contractor) or personal injury including death and from and against any and all loss of, damage to or destruction of property, expenses and costs (including legal fees and disbursements) suffered or incurred by Canada Post, its directors, officers, employees and any others for whom it may become responsible in law, arising out of or in any way connected with the Contractor's provision of service under this Contract and whether or not caused by the Contractor's negligence. Loss or damage sustained by the Contractor shall also include loss as a result of loss of use.

9.0 INSURANCE

9.1 The Contractor shall provide and maintain, at its own expense, insurance coverage in accordance with the terms and conditions set out in Schedule "B" of this Contract.

9.2 The Contractor shall provide Canada Post with certificates of insurance as evidence that the required coverages are in effect and Canada Post shall be given 60 days prior written notice of cancellation or material change to any such coverage.

9.3 Compliance with the foregoing insurance provisions shall not relieve the Contractor of the duty to comply with any other obligation to Canada Post including the obligations set out in the Indemnification clause, nor shall the foregoing provision limit the insurance coverages required by municipal, provincial or federal law. It shall be the sole responsibility of the Contractor to determine what additional insurance coverages, if any, are necessary and advisable for its own protection or to fulfill its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

10.0 WORKERS' COMPENSATION AND OTHER COVERAGE

10.1 The Contractor acknowledges that it is its sole responsibility to obtain and maintain such workers' compensation or other coverage as may be required in the Province(s) in which the Contractor will be performing its obligations under this Contract.

11.0 DANGEROUS GOODS

11.1 The parties acknowledge that the Transportation of Dangerous Goods Act, S.C. 1992, c.43, as amended from time to time (herein the "TDGA"), prohibits the transportation of any explosive, dangerous or destructive substance, or anything likely to injure or damage property or persons (herein "Dangerous Goods") unless the requirement of the TDGA are met. The parties agree that they only intend for Dangerous Goods to be carried pursuant to this Contract if the requirements of the TDGA are met and both parties are aware that such goods are being carried. Notwithstanding the foregoing, the parties agree that neither the Contractor nor Canada Post shall be under any obligation or duty whatever to open for prior inspection any Mail tendered to the Contractor pursuant to this Contract. Neither party shall be responsible for any losses or damage whatsoever that may be sustained by the other party, its directors, officers, employees and any persons for whom it may become responsible in law, as a result of any Dangerous Goods contained in the Mail unless such party had actual knowledge of the presence of Dangerous Goods and failed to provide the other party with adequate warning thereof.

12.0 TERM AND TERMINATION

12.1 This Contract shall bind the parties for a term commencing on May 1, 2020 until April 30, 2025, which may be renewed on consent of the parties for a further specified period of time (the "Term").

12.2 For the purpose of this Contract the following shall constitute events of default (herein "Events of Default"):

(a) if a petition is filed or resolution passed or an order on its business made or the Contractor agrees to make a bulk sale of its assets or if the Contractor otherwise ceases or threatens to cease to carry on its business;

(b) if the Contractor has acted in such a way that would materially adversely affect the purpose and objectives of this Contract, including but not restricted to acts such as theft of mail and delay of mail;

(c) if there is a breach of any representation or warranty made by the Contractor in connection with this Contract or if any such representation or warranty proves untrue;

(d) if the Contractor neglects or fails to perform or observe any of its obligations under this Contract and fails to cure the breach to the satisfaction of Canada Post following written notice to the Contractor;

(e) notwithstanding the foregoing sub-section (d), if the Contractor is in breach of Article 3.8 of this Contract;

(f) if the Contractor or its subcontractor(s) are not in compliance with Schedule "C" as determined by Canada Post.

(g) if the Contractor or Subcontractor, or any of their respective directors, officers or employees are, or have been, convicted of an offence, other than an offence for which a criminal pardon has been granted, that in the opinion of Canada Post, could materially adversely affect the ability or desirability of the Contractor or Subcontractor to deliver all or part of the Work".

12.3 Canada Post may, upon the occurrence of any of the Events of Default, and in addition to any rights or remedies available to it under this Contract, or by law, exercise either or all of the following remedies:

(a) terminate this Contract, in whole or in part, immediately without notice;

(b) take possession, immediately, without demand or notice, without any court order or other process of law, any and all property of Canada Post and Mail tendered to, provided to, loaned to or otherwise received by the Contractor, as the case may be, under this Contract.

12.4 Canada Post may in its sole discretion without cost or liability terminate this Contract in whole or in part by giving **ninety (90) days written notice** to the Contractor.

The Contractor may terminate this Contract by giving **one hundred twenty (120) day notic**e in writing to Canada Post. Notwithstanding the foregoing, Contractor agrees that Contractor may not give notice of termination between 1 November and the following 15 January, Canada Post's Peak Season, nor may its notice period, if notice has been given prior to 1 November, expire between 1 November and the following 15 January; in the latter case, the notice period will resume effective 16 January.

Furthermore, the Contractor agrees that subject to the notice period specified above, the following Termination Penalties will apply:

(a) The Contractor will not be allowed to terminate this Agreement during the first year (May 1, 2020 to April 30, 2021)
(b) If the Contractor gives notice of Termination during the second year (May 1, 2021 to April 30, 2022), the Contractor will pay to Canada Post, a Termination Penalty of XX% of the second year's annual rate (~$XXXX)
(c) If the Contractor gives notice of Termination during the third year (May 1, 2022 to April 30, 2023), the Contractor will pay

to Canada Post, a Termination Penalty of XX% of the third year's annual rate (~$XXXX)

(d) If the Contractor gives notice of Termination during the fourth year (May 1, 2023 to April 30, 2024), the Contractor will pay to Canada Post, a Termination Penalty of XX% of the fourth year's annual rate (~$XXXX)

(e) If the Contractor gives notice of Termination during the fifth year (May 1, 2024 to April 30, 2025), there will be no Termination Penalty.

Any notice of Termination given by the Contractor will be subject to the **120-day notice period** specified above. As per Article 31.0 SET OFF below, Canada Post will exercise its right of Set-Off in order to collect any applicable Termination Penalties

12.5 The Contractor shall have no claim against Canada Post for damages or for loss of anticipated profits as a result of the termination of this Contract as herein provided.

12.6 Termination of this Contract shall be without prejudice to the rights of the parties that have accrued prior to termination.

12.7 The provisions of clauses 6.0, 7.1, 7.2, 8.1, 12.3, 12.5, 12.6, 17.1, 31.0 and all of section 14.0 shall survive the termination or expiry of this Contract.

13.0 WARRANTIES RE CAPACITY, STANDARD OF WORK AND QUALITY OF ITEMS DELIVERED

13.1 The Contractor warrants

(a) that it has the status, capacity and authority to enter into this Contract and that it is unaware of anything that would prevent it from fulfilling its obligations under this Contract,

(b) that it is free of any contractual or statutory rights or obligations in favour of any third party that would prevent or impair it from entering into or fulfilling its obligations under this Contract,

(c) that, by entering into this Contract and fulfilling its obligations under this Contract, it will not knowingly be in breach of any existing contract or any statute, law, rule or regulation of any federal, provincial, state or local government or administrative agency,

(d) that it has the experience, expertise and resources necessary in order to fulfill its obligations under this Contract,

(e) that all Work to be carried out by the Contractor under this Contract shall be carried out in a competent manner and meet or exceed the standards for such Work as are generally acceptable in the industry, and

(f) that all items to be delivered by the Contractor under this Contract will be fit for the purpose for which Canada Post has advised the Contractor that they will be used for,

(g) that it has the capacity, power and lawful authority to enter into this Contract and to fulfill any and all covenants set forth in this Contract.

13.2 The Contractor acknowledges that the number of items of Mail or trips set forth in the RFP and Schedule "A" are an estimate only.

14.0 NON-DISCLOSURE AND CONFIDENTIALITY COVENANTS

14.1 The parties recognize that this Contract contains information that is commercially sensitive and each of the parties agrees to keep the entire contents of this Contract confidential and not to make any disclosures to any third parties unless required by law to do so or unless prior written consent is obtained from the other party.

14.2 The Contractor shall not use or disclose any of the information acquired by the Contractor while carrying out its obligations under this Contract as well as any information related to the Service, including, but not limited to, information created by the Contractor, information relating to Canada Post 's mail operations, transportation, rates, trade secrets, customer lists, salaries or business affairs, as well as addresses or other information as it may appear on a piece of Mail (herein "Confidential Information") except for the purpose of carrying out the Contractor's obligations under this Contract.

14.3 The Contractor shall keep confidential and not divulge, or use without the written consent of Canada Post, any personal information about an identifiable individual (including, but not limited to, the name and address of an individual) provided to the Contractor by Canada Post or obtained by the Contractor from any other source, except as required by the Contractor in order to carry out its obligations under this Contract. For the purposes of handling such information, the Contractor shall govern itself as if directly subject to the requirements of the Privacy Act, R.S.C. 1985 c.P-21, as amended, and any other applicable legislation. The Contractor shall not destroy any information about an identifiable individual unless expressly instructed to do so in writing by an authorized representative of Canada Post.

14.4 Notwithstanding clauses 14.1 and 14.2, the Contractor may disclose the Confidential Information to those who have a need to

know such information in order that the Contractor can carry out its obligations under this Contract but then only to the extent of such need to know.

14.5 The obligations and limitations set forth in this Contract regarding Confidential Information shall not apply to information that is known or available to the public.

14.6 Where the Contractor is required to make disclosure of Confidential Information in accordance with clause 14.1, such disclosure shall be made only to the extent so ordered and only if the Contractor has notified Canada Post in sufficient time to enable Canada Post to intervene prior to compliance by the Contractor with the order, if Canada Post should so desire; or where insufficient time for the giving of such notice exists, the Contractor obtains an order from the body directing disclosure, for the protection of the Confidential Information.

14.7. Upon becoming aware of any unauthorized access to, copying, modification, use, disclosure, theft, loss of, or inability to account for, any personal information, the Contractor shall immediately

(i) notify Canada Post, and

(ii) take such steps as may be reasonably necessary, or reasonably requested by Canada Post, to minimize the impact of the disclosure or loss and any damage resulting therefrom.

14.8. Without limiting the foregoing, the Contractor shall cooperate with Canada Post, and provide reasonable assistance to it, with respect to any requests or instructions concerning personal information issued by the Office of the Privacy Commissioner of Canada.

14.9 The Contractor acknowledges that this section is reasonable in the circumstances for the purpose of maintaining the integrity and efficiency of Canada Post's business and the Contractor further acknowledges that any breach hereof shall cause irreparable harm to Canada Post.

15.0 INSPECTION AND AUDIT

(a) The Contractor shall, and shall cause its subcontractors and agents to, provide the Corporation (through the Corporation's authorized representatives) with such records, reports and access to premises as the Corporation may reasonably request for the purposes of conducting an audit to determine compliance by the Contractor with its obligations under this Contract including, but not limited to, compliance with its obligations under Article 3.0, 6.0, 14.0.

(b) For the purposes of clause (a), the Corporation shall have access to, and may examine, audit, and take copies and extracts from, all records including, but not limited to, all activity logs, time sheets, books of account, vouchers, cheques, papers, certificates, licences and other documents that relate to this Contract. Contractor shall retain and continue to grant access to its foregoing records to Canada Post during the term of the Contract and for a period of twelve (12) months following its termination, not to exceed 7 year from the date of creation of the document.

16.0 FORCE MAJEURE

16.1 No party hereto shall be in breach of this Contract by reason of a delay in the performance of, or failure to perform, any of its obligations hereunder if such a delay or failure is a result of an event of an Act of God, revolution, riot, act or war, insurrection, civil commotion, blockade, high jacking, or any other act against public order or authority, weather conditions, floods, strikes, lockouts or other industrial disputes, or any cause beyond the reasonable control of Canada Post or the Contractor, as the case may be, which prevents, seriously hinders or interferes with the performance by either party of their obligations under this Contract (herein “Force Majeure”).

16.2 Each of the parties hereto shall take commercially reasonable steps to minimize the impact on the other party of any of the events of Force Majeure in its performance of its obligations under this Contract.

16.3 The party invoking an event of Force Majeure shall immediately notify in writing the other party of such occurrence.

17.0 ASSIGNMENT

17.1 The Contractor shall not sell, assign, transfer, subcontract, or dispose of this Contract or any part thereof without prior written consent of Canada Post and any such reported sale, assignment, transfer, subcontract or disposal without such prior consent is void.

17.2 Canada Post may assign in whole or in part the benefits of this Contract without the consent of the Contractor.

18.0 SUB-CONTRACTING

18.1 Where the Service, or any part thereof, is sub-contracted by the Contractor to another person (herein "Sub-Contractor"), the Contractor shall remain fully responsible for ensuring that the Service as per Schedule “A” is performed strictly in accordance with the requirements of this Contract.

18.2 The Contractor shall not subcontract any of its obligations under this Contract without the prior written approval of Canada Post. The duly authorized representative for granting any such approval shall be designated by the Contract Authority.

If the Work, or any part of the Work, is subcontracted by the Contractor to any subcontractor (each subcontractor being a “Subcontractor”), the Contractor shall remain fully responsible for ensuring that the Contractor’s obligations are carried out in accordance with this Contract including, but not limited to, the Contractor’s obligation to ensure that

(i) the security requirements under Article 6.0, as applied to the Subcontractor, are met,

(ii) the Subcontractor is not involved in any improper payments of the nature described in Article 3.8,

(iii) the Subcontractor is at all times bound to the warranties set out in Article 13.0,

(iv) the Subcontractor at all times complies with all applicable legislation with respect to the aspect of the Work that is subcontracted to it.

The Contractor shall be fully responsible for and to the Subcontractor. Canada Post shall have no obligation whatsoever to the Subcontractor. The Contractor shall, upon request by Canada Post, promptly provide Canada Post with a copy of any and all correspondence and other documentation exchanged between the Contractor and the Subcontractor and such other information, as may be requested by Canada Post, respecting the progress and results of any aspect of the Work that the Contractor has subcontracted to the Subcontractor and respecting any disclosure of Confidential Information to the Subcontractor.

19.0 ENTIRE CONTRACT

19.1 This Contract and all Schedules attached hereto, embody the entire agreement of the parties hereto and no representation, understanding, or agreement, verbal or otherwise exists between the parties except as herein expressly provided. In the event of a conflict between the Contract and the Schedules, the Contract shall have precedence.

20.0 WAIVER

20.1 Failure of any party to enforce or insist upon compliance with any of the terms or conditions of this Contract shall not constitute a general waiver or relinquishment of any such terms or conditions but the same shall be and remain at all times in full force and effect.

21.0 AMENDMENTS

21.1 Unless otherwise provided herein, this Contract shall not in any manner be supplemented, amended or modified except by written instrument describe as follows:

a) **NOTICE:** In the case of minor service specification changes that can be adjusted as per the rates set up in section 3 of Schedule ”B” of the Contract, Canada Post will forward a written notice to the contractor to confirm the specification change and the adjusted rate.

b) **CONTRACT AMENDMENT:** In the case of major service specification changes or any other amendment that will require further negotiation, a formal Contract amendment will be prepared an executed on behalf of both parties.

22.0 TIME OF THE ESSENCE

22.1 Time shall, in all respects, be of the essence in each and every of the terms, covenants, obligations and conditions in this Contract.

23.0 SEPARATE COUNTERPARTS

This Contract may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original of this Contract and such counterparts together shall constitute but one and the same instrument.

24.0 SEVERABILITY

24.1 In the event that any provision of this Contract is invalid, unenforceable or illegal, then such provision shall be severed from this Contract and this Contract shall be read as if such provision were not part of this Contract and provided such severance does not substantially frustrate the intention of this Contract such invalidity or unenforceability or illegality shall not affect any other provision of this Contract.

25.0 BINDING EFFECT

25.1 This Contract shall ensure the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

26.0 CONFLICT OF INTEREST

26.1 The Contractor shall ensure that neither it nor any of its sub-contractors enter into an agreement with a third party that would place the Contractor or sub-contractor in a conflict, or potential conflict of interest position with respect to carrying out any obligations under this Contract.

26.2 The Contractor shall forthwith give notice to Canada Post of a conflict, or potential conflict of interest.

26.3 If Canada Post, following consultation with the Contractor and acting reasonably, determines that the Contractor is in, or that any of the Contractor's sub-contractors is in, a conflict, or potential conflict of interest position, Canada Post may request the Contractor, or request the Contractor to require the sub-contractor, to withdraw its services from the employment or service that is causing, or may potentially cause, the conflict.

26.4 If the Contractor does not comply forthwith with a request made by Canada Post under clause 26.3, Canada Post may terminate this Contract forthwith by notice to the Contractor. Such termination shall be deemed to be termination for cause for the purpose of this Contract and the provisions of Article 12.0 shall apply.

26.5 The Contractor agrees not to deliver nor cause to be delivered, while performing the Service under this Contract, such mailable items as newspapers, circulars, catalogues and samples on which no postage has been paid.

27.0 INDEPENDENT CONTRACTOR

27.1 The parties recognize that the Contractor operates as an independent business and declare that nothing in this Contract shall be construed as creating a relationship of employment, joint venture, partnership or agency between Canada Post and the Contractor, and no act or omission of either party shall bind or obligate the other except as expressly set forth in this Contract.

27.2 The Contractor shall provide all personnel and services required to carry out its obligations under this Contract as an independent contractor. All personnel provided by the Contractor shall be and remain employees of the Contractor.

28.0 LAW OF THE CONTRACT

28.1 This Contract shall be governed and construed in accordance with the laws of the territory or the province where the Service is predominantly performed.

28.2 COMPLIANCE WITH LAW

(a) The Contractor shall comply with all legislation directly or indirectly applicable to the performance of its obligations under this Contract.

(b) In addition, the Contractor shall comply with the following in respect of any facilities used by the Contractor or its Subcontractors:

i) forced labour in any form shall not be used;
ii) child labour shall not be used;
iii) all workers shall be fairly compensated and be provided with appropriate benefits and leave time;
iv) healthy and safe working conditions shall be provided to all employees at all times;
v) all building facilities shall fully comply with all building laws, codes, and regulations;
vi) all environmental laws and regulations shall be complied with;
vii) there shall be no employee harassment, abuse or discrimination on any basis, including gender, age race or worker representation and association,
viii) and all other obligations outlined in the Corporation’s Supplier Code of Conduct, a copy of which has been provided to the Contractor.

29.0 REMEDIES

29.1 All remedies herein are cumulative and are in addition to, not in lieu of any remedies provided in law or in equity.

30.0 NOTICE

30.1 All notices, requests including, but not limited to amendments to this Contract or other communications required or permitted to be given under this Contract shall, unless otherwise specifically provided for in this Contract, be given in writing in accordance with Article 20.0.

Notices or Contract Amendments may be

(i) personally delivered,
(ii) sent by prepaid registered post,
(iii) sent by facsimile,
(iv) sent by email, or

to the Parties at the addresses set out as follows:

(a) in the case of Canada Post to:

CANADA POST CORPORATION
TRANSPORTATION CONTRACTING SERVICES

Attention: Contracting Officer

(b) in the case of the Contractor to:

Attention:

or to any other address of which a party advises the other party in writing.

Any notice that is hand delivered shall be deemed to have been received on the date of delivery; any notice sent by facsimile or electronic mail shall be deemed to have been received one (1) working day after being sent, and any notice that is mailed shall be deemed to have been received three (3) calendar days after being mailed.

31.0 SET OFF

Canada Post may at any time determine and set off any amount owing by the Contractor to Canada Post from any amount owed by Canada Post to the Contractor.

32.0 COUNTERPARTS

This Contract may be executed in several counterparts by original signature, facsimile or electronically, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.