



## General Terms and Conditions for CCI Services

### 1. Acknowledgement

The Client shall, in a manner approved by CCI, provide public acknowledgement of the work performed by CCI and of the sponsorship of such services by the Government of Canada.

### 2. Report

CCI shall provide the Client with a copy of the Report which report shall remain the property of CCI.

### 3. Copyright, Publications and Visuals

Copyright in the Report shall vest in CCI. The Client hereby consents to and authorizes CCI, and any officers, servants, agents or consultants acting with the authorization of CCI, to publish in the Report any photographs, slides, films, radiographs, videos or other reproductions made during the performance of the work described in the agreement. Unless agreed otherwise, the Client also authorizes CCI to publish all data, scientific findings, analyses, and summaries, including the Report, resulting from the performance of the work in any scientific paper, journal or publication and in any educational or publicity handouts, loans, or releases to the communications media, the general public or museum personnel. Unless agreed otherwise, the Client also authorizes CCI to use photographs, slides, films, radiographs, videos or other reproductions made during the performance of the work described in the agreement for lectures, seminars, workshops or other educational purposes for the general public or museum personnel.

### 4. Confidentiality

The client shall ensure that any information of a confidential nature relating to the affairs of CCI to which the client or its officers, servants or agents become privy shall be treated as confidential and shall not disclose such information to third parties, unless such a disclosure is made pursuant to the Access to Information Act, R.S., 1985, c. A-1 and to the Privacy Act, R.S., 1985, c.P-21.

The client shall ensure that any personal information which may be brought to the attention of the client and its employees or agents will be dealt with according to the provisions of the Privacy Act, R.S.1985, c. P-21.

### 5. Liability

Neither CCI nor its officers, servants, agents or consultants shall be liable to the Client for loss or damages that occur as a result of providing a CCI service or for loss of any Artifact or any damage thereto, including loss of value, howsoever caused or arising and whether occasioned by the performance of the work described in the agreement or otherwise, and the Client shall indemnify and save harmless CCI, its officers, servants, agents and consultants from and against all claims, counterclaims, losses, costs, debts, damages, actions, suits or other proceedings arising from the performance of the work and Report or any publication or publicity concerning the work or the results of such work.

### 6. Consultants, etc.

CCI may, in its discretion, make use of consultants, facilities, laboratories and services not under the control of CCI for some or all aspects of the work described in the agreement and all protections granted to CCI by the covenants contained herein, including insurance, shall extend to such consultants, facilities, laboratories and services.

### 7. Member of Parliaments or Senators

No member of the House of Commons or the Senate shall be eligible to any share or part of this Agreement, or any benefit to arise therefrom.

### 8. Binding Effect

The benefits the covenants contained in this Agreement shall enure to the benefit of and the obligations contained herein shall be binding upon the parties hereto, their respective heirs, successors, and assigns.

### 9. Amendment

The CCI Project Contact is responsible for the management of the Agreement and any changes to the Agreement must be authorized by an amendment issued by the CCI Project Contact. No amendment of the Agreement nor waiver of any of the terms and provisions shall be deemed valid unless confirmed by a written amendment.

### 10. Dispute

Any claim or dispute arising out of or in connection with this Agreement that cannot be resolved through negotiation shall be submitted by the parties to binding arbitration pursuant to the Commercial Arbitration Act. The party requesting such arbitration shall do so by written notice to the other party/parties. The costs of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in Ottawa, Canada, before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit to arbitration, then the arbitrator shall be chosen by the Arbitration and Mediation Institute of Canada. The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may request the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of completion of the hearing. The award shall be rendered in such form that judgment may be entered thereon in any court having jurisdiction. The arbitrator shall resolve this dispute in accordance with the laws of Ontario.



## General Terms and Conditions for CCI Services (Continued)

### 11. Assignment

The client shall not assign this Agreement or any part thereof without the written permission CCI, but nothing shall preclude the client from enlisting the assistance of others in carrying out the obligations under this Agreement.

### 12. Entire Agreement

This Agreement (including these Terms and Conditions) constitute upon signature by the authorized representative of the Client a legal and binding agreement and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Agreement.

### 13. Notice

Any notice, information or document required under this Agreement shall be deemed given if it is delivered, sent by facsimile, email or mail. Any notice delivered, sent by facsimile or email shall be deemed to have been received one working day after it is sent; any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.

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