THIS AGREEMENT (“**Agreement**”) is made as of this **[INSERT DATE]** day of **[INSERT MONTH]**, **[INSERT YEAR]** (the “**Effective Date**”),

BETWEEN:

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO, as represented by its [INSERT NAME OF PURCHASING DIVISION]**,a corporation vested with the government, management and control of the University of Toronto by the *University of Toronto Act*, 1971,

(the “**University**”)

and

**[INSERT FULL LEGAL NAME OF SERVICE PROVIDER]**, a corporation, incorporated under the laws of Ontario and having offices at **[INSERT MAILING ADDRESS]**

(the “**Supplier**”).

Individually also referred to as a “**Party**” and jointly as the “**Parties**”.

**RECITALS**:

1. **WHEREAS** the University wishes to retain the Supplier to perform the professional services described in the attached **Schedule** “**A**” (the “**Services**”);

1. **AND WHEREAS** the Supplier wishes to provide such Services to the University.

**NOW THEREFORE**, the Parties agree as follows:

1. **DEFINITIONS**.All capitalized terms used but not defined in this Agreement shall have the following meanings:
   1. “**Business Day**” means any day other than statutory and other holidays in the Province of Ontario, and any other day which the University has elected to be closed for business;
   2. “**Conflict of Interest**” includes, but is not limited to, any situation where in relation to the performance of its contractual obligations hereunder, the Supplier’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;
   3. “**Deliverables**” means everything developed for or provided to the University in the course of the Supplier performing the Services, including all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;
   4. “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;
   5. “**Industry Standards**”include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Agreement or customarily furnished by persons providing services and deliverables of the same type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the University;
   6. “**Intellectual Property**” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;
   7. “**Newly Created Intellectual Property**”means any Intellectual Property created by the Supplier in the course of performing the Services;
   8. “**Personal Information**” shall have the meaning assigned to such term in the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time;
   9. “**Rates**”means the applicable price, in Canadian funds, to be charged for the Services chargeable by the Supplier, including but not limited to applicable duties and taxes and all labour and material costs;
   10. “**Record**”means any recorded information, including any Personal Information, in any form: (a) provided by the University to the Supplier, or provided by the Supplier to the University; or (b) created by the Supplier, in the performance of the Agreement;
   11. “**Requirements of Law**” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Agreement or the Services or Deliverables or any part of them;
   12. “**Supplier’s Intellectual Property**” means Intellectual Property owned by the Supplier prior to its performance under the Agreement or created by the Supplier during the Term independently of the performance of its obligations under the Agreement;
   13. “**Term**” has the meaning ascribed to it in Section 3(a);
   14. “**Third-Party Intellectual Property**” means any Intellectual Property owned by a party other than the University or the Supplier; and
   15. “**University Confidential Information**” means all information of the University that is of a confidential nature, including all confidential information in the custody or control of the University, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Agreement. For greater certainty, University Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the University, the Supplier or any third-party; (ii) all information (including Personal Information) that the University is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the University or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) the Supplier can demonstrate to have been independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Agreement or at law.
2. **SERVICES**. 
   1. **Performance**. The Supplier shall perform and complete the Services in accordance with this Agreement in a professional in accordance with Industry Standards.
   2. **Key Personnel**. The individuals designated in **Schedule** “**A**” are the key personnel to perform the Services and shall not be substituted or removed without the prior written notice to and approval of the University. Any such substitute or replacement shall have the same or greater competence, experience and qualifications as the key personnel.
   3. **Change Requests to the Services**. If at any time, either Party wishes to request or recommend any addition, modification or other changes to the Services (“**Change**”), the Party proposing the Change, will submit a written request for the Change (“**Change Request**”) to the other Party. All Change Requests will include a description of the additional or modified Services and pricing. The Change shall not proceed until both Parties approve of Change Request in writing.
3. **TERM AND TERMINATION**.
   1. **Term**. The term of this Agreement shall commence on the Effective Date and shall end on **[INSERT EXPIRATION DATE]** (the “**Term**”) unless terminated earlier in accordance with the terms of this Agreement. Any extension or renewal of the Term shall be agreed to by the Parties by written amendment to this Agreement pursuant.
   2. **Termination for Convenience**.The University reserves the right to terminate the Agreement, without cause, upon thirty (30) Business Days prior notice to the Supplier.
   3. **Termination for Cause**.The University shall have the right to terminate this Agreement at any time upon the occurrence of any of the following events, such termination to be effective immediately upon receipt by the other Party of written notice to that effect (other than in respect of the events listed in (iii) below, in which case such termination shall occur automatically without the requirement of the University to provide any notice) or as otherwise specified herein:
      1. The Supplier is in material default of, has failed to observe or perform or breached any of its obligations, representations, warranties or agreements set forth herein in any material respect and such default, failure or breach is not rectified within ten (10) Business Days of receipt of written notice of such default, failure or breach;
      2. The Supplier ceases operations in the ordinary course;
      3. The Supplier makes an assignment for the benefit of creditors, becomes bankrupt under applicable legislation, is the subject of the appointment of a receiver or manager in respect of any substantial part of its assets and undertaking that is not removed or for which no stay is entered within sixty (60) days thereafter, or takes proceedings for winding up, liquidation, or dissolution of its assets. The Supplier must provide the University with written notice at least fifteen (15) Business Days prior to making an assignment for the benefit of creditors or taking any action or commencing any proceedings for winding-up, liquidation or dissolution of its assets as specified in this paragraph 3(b)(iii).
   4. **Effect of Termination**. Upon expiry or termination of this Agreement for any reason whatsoever, the Supplier will; (i) promptly return to the University or destroy all University Confidential Information and other the University property provided to the Supplier and (ii) promptly deliver copies of all Deliverables and work in progress to the University. The University shall only be responsible for the payment of the Services up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Services performed or money paid. In addition to its other rights of hold back or set off, the University may hold back payment or set off against any payments owedif the Supplier failsto comply with its obligations on termination.
4. **PAYMENT TERMS**.
   1. **Rates**. The University shall pay the Rates described in **Schedule** “**A**” upon submission of the appropriate invoices and with appropriate supporting documentation as determined by the University. The University’s standard payment terms are net 35 days from date of invoice. The University will not be responsible for any costs or expenses incurred by the Supplier in performing the Services other than those expressly set out in this Agreement.
   2. **Holdback**. The University may hold back payment or set off against payment if, in the opinion of the University acting reasonably, the Supplier has failed to comply with any requirements of the Agreement. **[OR**: The Supplier shall not commence any Services until the Supplier has received a University Purchase Order (“PO”). The PO number must be referenced on the Supplier’s invoice presented to the University upon completion of the Services, in an amount or on such rate as is set out in Schedule “A” hereto.**]**
   3. **Taxes**. The Supplier shall separately itemize all applicable taxes on each invoice and indicate on each invoice its applicable tax registration number(s). The University will pay all applicable taxes to the Supplier when the applicable invoice is due. The Supplier will remit all applicable taxes as required by law. The University shall be entitled to withholding tax from amounts due and owing to the Supplier under the Agreement and shall remit it to the appropriate Authority in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Agreement.
5. **PRIVACY AND CONFIDENTIALITY**.
   1. **Non-Disclosure**.The Supplier acknowledges that in the course of providing the Services the Supplier will have access to, will obtain or will be provided University Confidential Information. The Supplier agrees that the Supplier shall not use the Confidential Information for the Supplier’s own benefit or the benefit of others, except with the prior written permission of the University, and the Supplier shall not disclose or reveal the Confidential Information orally, in writing, electronically or in any other form to any third party during the Term or at any time after the expiry or termination of this Agreement.
   2. **Return of Confidential Information**. Following termination of this Agreement, the Supplier shall, at the University’s request, either return to the University or destroy, all University Confidential Information within ten (10) Business Days of the University’s request to the Supplier. Notwithstanding the foregoing, the Supplier shall not be required to return or destroy University Confidential information which, in its reasonable opinion, it is required to maintain under applicable law.
   3. **Additional Privacy Obligations**. The terms and conditions of **Schedule** “**B**” Privacy and Data Protection are incorporated herein. The Supplier shall ensure that it, its employees and its workers fully comply and observe these confidentiality obligations.
6. **INTELLECTUAL PROPERTY**.
   1. **Ownership**. The University shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the University and the University accepts every right, title and interest in and to all Newly Created Intellectual Property, immediately following the creation thereof, for all time and irrevocably waives in favour of the University all rights of integrity and other moral rights to all Newly Created Intellectual Property, immediately following the creation thereof, for all time. The Supplier shall execute and deliver, and shall cause its employees and subcontractors to execute and deliver, to or to the order of the University, any further or other documents pertaining to the Newly Created Intellectual Property which the University may reasonably request to confirm or record the University’s rights and in the form as the University may reasonably prescribe.
   2. **License**. To the extent that Supplier utilizes any Supplier or Third Party Intellectual Property in the performance of the Services, the Supplier or its licensors retains all right, title and interest in and to such Background Intellectual Property and, except for the license expressly granted below, the University acquires no right, title or interest in or to the Background Intellectual Property. The Supplier shall identify in writing prior to the commencement of the Services all material Background Intellectual Property used in connection with the Services. The Supplier grants to the University a perpetual, worldwide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (i) to use, modify, reproduce and distribute, in any form, all Supplier Intellectual Property (including any Supplier Intellectual Property licensed to the University by third parties); and (ii) to authorize other persons, including agents, contractors or subcontractors, to do any of the former on behalf of the University to the extent necessary for the University to use of the Newly Created Intellectual Property.
   3. **Intellectual Property Warranty**.The Supplier represents and warrants that Newly Created Intellectual Property shall not infringe or induce the infringement of any third-party intellectual property rights and the University shall have no obligation to pay royalties of any kind to anyone in connection with use of the Newly Created Intellectual Property or any Supplier or Third Party Intellectual Property licensed to the University.
7. **REPRESENTATION AND WARRANTIES**. The Supplier warrants that the Services and Deliverables, if applicable, are free of all defects, deficiencies and problems for a period of twelve (12) months from the date of approved final completion. If, in the sole opinion of the University, the defects, deficiencies or problems appear during the warranty period, the Supplier shall immediately remedy, replace, re-perform or correct the Services at no cost to the University within a time fixed by the University. If the Supplier fails to respond or remedy, replace, re-perform or correct the Services within the time fixed by the University, the University may remedy, replace, reperform or correct the Services and, any damage arising from it, by whatever means it chooses and the cost of same is to be paid by the Supplier. The Supplier further warrants that any of the Services replaced, re-performed, remedied or corrected is free of defects, deficiencies or problems for a further period of twelve (12) months from the date of completion of the required repair, re-performance, remedy or correction.
8. **LIMITATION OF LIABILITY**.The Supplier agrees that the University shall not be liable for any injury or damage, including death, to the Supplier or its officers, employees or agents, or for any loss or damage to the property of the Supplier, or its officers, employees or agents, occasioned by or in any way attributable to the Supplier’s provision of Services under this Agreement, except to the extent, if any, that the injury, loss or damage is caused directly by the willful or negligent act or omission of the University, or any of its officers, employees or agents while acting within the scope of their duties.
9. **INDEMNIFICATION**.The Supplier agrees to indemnify the University, its governors, directors, employees and agents, and save them harmless with respect to any claims of any kind that are made against it or them attributable to or arising from the performance or non-performance of the Services, except to the extent, if any, that such claim is directly attributable to the willful or negligent act or omission of the University or any of its employees or agents while acting within the scope of their duties. In no event is the University’s total liability for all damages, losses and causes of action (whether in tort (including, but not limited to negligence) or otherwise) to exceed the amount specifically paid to the Supplier hereunder.
10. **INSURANCE**.The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, commercial general liability insurance on an occurrence basis for third party bodilyinjury (including death), personal injury and property damage, to an inclusive limit of not less than **$5,000,000** per occurrence and including products and completed operations liability, contractual liability, cross-liability and severability of interests, employer’s liability (or compliance with Article 8.02 re WSIA coverage), 30 day notice of cancellation or material change in risk and including the University as an additional insured with respect to liability arising in the course of performance of the Supplier’s obligations under this Agreement. The Supplier shall provide suitable proof of insurance to the University in the form of a valid certificate of insurance upon request.
11. **CONFLICT OF INTEREST**. The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the University without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the University to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the University may immediately terminate the Agreement upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the University to resolve a Conflict of Interest; or (c) the Supplier’s Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Agreement.
12. **COMPLIANCE WITH LAWS OF GENERAL APPLICATION AND UNIVERSITY POLICIES**.The Supplier shall all times comply with laws of general application in the provision of the Services and at all times when on the University’s land and premises, the Supplier shall comply and ensure all persons for whom it is responsible shall comply with all University policies, rules, regulations, restrictions, directives and orders relative to the performance of the Services and the safety of the public.
13. **PROOF OF WORKPLACE SAFETY INSURANCE ACT COVERAGE**. If the Supplier is subject to the Workplace Safety and Insurance Act ("WSIA"), and to the extent that performing the Services involves work that is performed on the University’s premises, the Supplier warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and will provide proof of valid WSIA coverage by means of a clearance certificate to the University upon request.
14. **PERMITS**. The Supplier shall procure, at its own expense, all permits and licences which may be required for performance of the Services and shall pay all customs, duties and all excise, licence, occupation and other taxes which may be or become payable to any authority by reason of the performance of the Services, unless otherwise specifically agreed in writing.
15. **DOCUMENT RETENTION AND AUDIT**.For seven (7) years after the end of the Term or any date of termination of the Agreement, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Agreement and (b) that the Services were provided in accordance with the Agreement and in compliance with applicable law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist the University in conducting audits of the operations of the Supplier to verify (a) and (b) above. The University shall provide the Supplier with at least ten (10) business days prior notice of its requirement for such audit. The Supplier’s obligations under this section shall survive any termination or expiry of the Agreement.
16. **NATURE OF THE RELATIONSHIP**.The Supplier is not an employee or agent of the University, and the relationship between the Parties is that of service requester and independent service provider. Nothing herein is intended to or does create an employment or agency relationship. Neither Party has the right to bind or sign Agreements in the name of the other. As an independent service provider, the Supplier is separately responsible for its own statutory obligations towards its staff.
17. **OTHER**:
    1. **Entire Agreement**. This Agreement including all Schedules attached hereto, constitutes the entire agreement between the Parties and supersedes all agreements, arrangements or understandings between the Parties, whether written or verbal, in connection with or incidental to the retention of the Supplier’s Services. Any amendments to the Agreement after its execution must be mutually agreed and recorded in writing as an addendum to the Agreement.
    2. **Applicable Law**. This Agreement shall be interpreted in accordance with the laws of Ontario and Canada. The Parties irrevocably attorn to the jurisdiction of the courts of Ontario in Toronto, which will have exclusive jurisdiction over any matter arising out of this Agreement.
    3. **Use of Names/Brand**.The Supplier may not use the registered name or trademarks of the University without the University’s prior written consent.
    4. **Assignment**.The Supplier may not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement to any person without the University’s prior written consent.
    5. **Survival**. In the event that this Agreement is terminated for any reason or expires, the obligations of each Party in Sections 4(c); 11; and 15 and any other provisions that would reasonably be expected to survive the termination of this Agreement, shall survive such termination to the extent necessary.
    6. **Notices**.Any notice required under this Agreement shall be sent to the relevant Party at the following addresses by mail, by overnight courier or sent by email (with confirmation of delivery) to the attention of the following individuals:

**For the University:**

Name: **[<>]**

Title: **[<>]**

Mailing address: **[<>]**

Email: **[<>]**

**For the Supplier:**

Name:

Title:

Mailing address:

Email:

* 1. **Time is Essence**. Time is of the essence and all references to time in the Agreement are considered conditions of the Agreement. No extension or waiver of any time periods amends this provision.
  2. **Delay**. In the event of any delay by the Supplier in the commencement, execution or completion of the Services, not caused by the University or by a Force Majeure event, no claim for additional payment or any extension of time is made unless the University in its sole discretion authorizes otherwise. The Supplier further covenants to indemnify and reimburse the University for all costs, expenses, damages and losses of any kind whatsoever including consequential loses which the University may incur as a result, directly or indirectly, of such delay.
  3. **Force Majeure**. Neither Party is responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, explosion, flood, war, embargo, governmental action, act or order of a public authority, strike, public health emergency or communicable disease outbreak or to any other cause beyond its control (“Force Majeure event”). Should the Force Majeure event last longer than thirty (30) days, the University reserves the right in its sole discretion to terminate this Agreement, in whole or in part, upon notice to the Supplier, without further liability, expense or cost of any kind.
  4. **Execution**.This Agreement may be executed in one or more counterparts and delivered by electronic transmission, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument.

**[remainder of this page left intentionally blank]**

**ACCEPTED AND AGREED TO** by the Parties as of the Effective Date.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **THE THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO, as represented by its [INSERT NAME OF PURCHASING DIVISION]** | |
|  |  | Per: |  |
|  |  |  | Name: **[<>]** |
|  |  |  | Title: **[<>]** |
|  |  |  | *Authorized signatory*  Date: **[<>]** |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **[INSERT NAME OF SERVICE PROVIDER]** | |
|  |  | Per: |  |
|  |  |  | Name: |
|  |  |  | Title: |
|  |  |  | *Authorized signatory*  Date: |

**SCHEDULE** “**A**”

SERVICES, DELIVERABLES, RATES AND SUPPLEMENTARY PROVISIONS

1. **SERVICES**

The Supplier is responsible for providing **[INSERT DUTIES]** for the **[INSERT NAME OF PROJECT]** for work based in **[INSERT LOCATION]** in support of the following general goals of the project:

* **[<>]**
* **[<>]**

1. **SCHEDULE / TIMELINES / DISBURSEMENTS**

**B.1. Reporting Requirements**. The Supplier shall communicate with the University **[INSERT FREQUENCY AND METHOD]** during the Term to provide status reports respecting the Services.

**B.2. Maximum Fee**. Notwithstanding anything else in the Agreement, the total amount payable by the University to the Supplier under the Agreement shall not exceed $ **[INSERT MAXIMUM FEE]** (exclusive of HST). Invoices that exceed this amount shall be returned to the Supplier and not paid.

In no circumstances can hospitality, incidental or food expenses be considered allowable expenses for the Supplier. The Supplier cannot claim and the University will not reimburse such expenses, including meals, snacks, beverages, gratuities, laundry, dry cleaning, valet services, dependent care home management or personal telephone calls.

The Supplier must send invoices by mail to the invoicing address indicated below:

Name: **[<>]**

Address: **[<>]**

Email Address: **[<>]**

**B.3. Milestones/Deliverables**.  **[INSERT DETAILS OF HOW AND WHEN SUPPLIER IS PAID]**

1. **PERSONNEL**

**C.1.** The following individuals are responsible for the provision of the Services:

|  |  |
| --- | --- |
| **Individual's Legal Name** | **Individual's Role and Experience Level** |
| **[<>]** | **[<>]** |

**C.2. Skills and Qualifications**. The Supplier’s personnel shall have the following experience, skills, and qualifications:

* **[<>]**
* **[<>]**

1. **ADDITIONAL TERMS AND CONDITIONS**

**D.1.**

1. **ACCEPTANCE**

All Deliverables are subject to the University’s written acceptance.

**SCHEDULE** “**B**”

PRIVACY AND DATA PROTECTION

1. **FIPPA** 
   1. The Supplier and the University acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties by the University.
   2. The Supplier agrees:
      1. to keep Records secure;
      2. to provide Records to the University within seven (7) days of being directed to do so by the University for any reason including an access request or privacy issue;
      3. not to access any Personal Information unless the University determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide any Services;
      4. not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the University;
      5. to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
      6. to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a University representative to have such access for the purpose of providing the Services;
      7. to implement other specific security measures that in the reasonable opinion of the University would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and
      8. that any confidential information supplied to the University, and the terms of the Agreement, may be disclosed by the University where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Agreement.
   3. The Supplier shall not transmit or store any University data, including Personal Information, outside the borders of Canada, nor transmit any University data to any party not specifically contemplated in this Agreement, without the University’s prior written consent to each such data transmittal, which consent may be arbitrarily and unreasonably withheld.