



STANDARD SUPPLY ARRANGEMENT SERVICES

This Supply Arrangement is entered into in the city of _____, province of _____ on _____, 20____ (hereinafter called the “**Arrangement**”)

BETWEEN: **Canadian Broadcasting Corporation**, a corporation duly established under the *Broadcasting Act*, S.C. 1991, c.11, having its head office at 181 Queen Street, Ottawa, Ontario, K1P 1K9 and a place of business at _____, (hereinafter called “**CBC**”)

AND: XXX, a corporation/company duly established under the laws of XXX, having its head office or a place of business at XXX,
 XXX, an individual doing business under the name XXX and residing at XXX,
 (hereinafter called “**Supplier**”)
 GST no.: _____ HST no.: _____
 PST no.: _____

(hereinafter individually referred to as a “**Party**” or collectively as the “**Parties**”)

Request for Supply Arrangement no.	(“ RFSA ”)
Offer dated: _____, 20____	(“ Offer ”)

1. CONDITIONS AND SERVICES

1.1 Process and Statement of Works: The Supplier was selected as being qualified based on its Offer in response to the RFSA for _____. As a qualified supplier to provide the Services (as defined in Section 1.2) to CBC, CBC may invite the Supplier and other qualified suppliers on a “need basis”, to submit either proposals in response to requests for proposals, or quotations in response to requests for quotations for specific projects involving the Services (“**Project(s)**”). At any time during the Term (as defined in Section 1.5), CBC may issue such requests for proposals or requests for quotations and when invited, the Supplier shall submit proposals or quotes in compliance with the specifications pertaining to the Projects described in such documents, the Offer and this Arrangement. CBC will then evaluate the proposals/quotes and retain a qualified supplier or suppliers for the provision of the Services within the scope of the Project.

If the Supplier is retained, a Statement of Work in the form of the sample attached as Attachment “D” (“**Statement of Work**”) shall be signed and deemed appended to this Arrangement to describe the Project including Suppliers’s tasks, responsibilities, schedule and deliverables related thereto. Each Statement of Work shall form an integral part of the Arrangement.

The Supplier acknowledges that this Arrangement is not a services contract and that only a Statement of Work authorized by CBC under this Arrangement shall form a services contract with CBC, solely for the Services described in the Statement of Work. The Supplier shall provide Services in accordance with Statement of Works and terms and conditions of this Arrangement.

1.2 Services: Briefly described as _____, and more fully described in Section 1 of Attachment “A” and in relevant Statement of Works appended to this Arrangement.
 (hereinafter called “**Services**”)

1.3 Price (\$CAD): Fixed Price of: \$ _____ / _____ plus applicable taxes;
 As per Section 2 of Attachment “A”
 (hereinafter called “**Price**”)

Applicable taxes: GST PST HST Withholding tax

1.4 Invoicing: As per Section 3.2; As per Section 4 of Attachment “A”;
 Invoicing using CBC’s accounts payable e-commerce system (APEC)
 (APEC details to be provided by CBC)

Payment: As per Section 3.3; As per Section 5 of Attachment “A”

1.5 Term: The term of this Arrangement shall commence on _____, 20____ and shall terminate on _____, 20____, with 0, 1 or 2 irrevocable options for CBC to renew for _____ month/year period(s) under the same terms and conditions by sending a written notice 30 calendar days prior to the end of the initial term or of each option, if applicable.
 (hereinafter called “**Term**”)

- 1.6 **Confidentiality:** As per Section 2.2; As per Attachment “B”
- 1.7 **Personal Guarantee:** As per Section 7.1e) and Attachment “C”; Non applicable
- 1.8 **Personal Information:** As per Section 7.1f) and CBC shall supply a copy of the *Personal Information and Privacy Protection Policy*; Non applicable
- 1.9 **Performance Bond:** As per Section 8 of Attachment “A”; Non-applicable
- 1.10 **Competitive Process**
(Request for Supply Arrangement) This Arrangement is signed as a result of a competitive process issued on . This Arrangement is not signed as a result of a competitive process.
- Documents forming part of the competitive process do not form part of the present Arrangement (see Section 11.16).

2. **OBLIGATIONS**

2.1. Supplier’s obligations. Supplier undertakes to provide the Services as and when requested by CBC through a Statement of Work, with diligence, in a timely manner and in accordance with the terms and conditions of this Arrangement and with generally accepted professional standards and practices recognised in the industry.

2.2. Confidentiality. Unless otherwise agreed between the Parties in Attachment “B”, Supplier acknowledges and agrees that the Services to be provided under this Arrangement place Supplier in a position of trust and confidence with respect to CBC. CBC owns, possesses or controls certain information of a confidential nature (including trade secrets, information of a technical and business nature relating to its strategies, administration, marketing, financial and/or broadcasting activities) which are either treated by CBC as being confidential, marked confidential when provided in a material form or which are generally not available to the public. All such information and any materials embodying such information whether disclosed verbally, visually, or otherwise within the scope of this Arrangement, shall be considered by Supplier as CBC’s proprietary and confidential information (the “**Confidential Information**”). Supplier shall use all reasonable efforts to protect the Confidential Information and keep it confidential. In particular, it shall not directly or indirectly disclose, allow access to, transmit or transfer the Confidential Information to a third party without CBC’s prior written consent. Supplier shall disclose the Confidential Information only to those persons who have a need to know for the purpose of this Arrangement.

2.3. CBC’s obligations. CBC undertakes to make payments as set out in Section 1.3 and 1.4 above.

3. **INVOICING AND PAYMENT**

3.1. Prices: The Supplier agrees that prices quoted in its Offer and set out in 1.3 above, are firm and must not increase during the Term, except if agreed to in writing by CBC in Attachment “A” or in a Statement of Work. In addition, any price reductions during the Term due to market conditions, will be passed along to CBC.

3.2. Monthly Invoicing. Unless the Parties agree on another invoicing periodicity in Section 4 of Attachment “A”, Supplier will submit invoices to CBC on a monthly basis for the agreed amounts for the Services satisfactorily rendered and accepted as per Section 6.1, during that month. Price as defined in Section 1.3 above does not include any tax required by any level of government, unless stipulated to the contrary. At all times, it is mandatory that each invoice shows: (i) the Price invoiced without tax; (ii) the amount of each applicable tax, separately; (iii) Supplier’s tax numbers; (iv) the total price, applicable taxes included; and (v) the contract reference number appearing in the left above corner of page 1 of this Arrangement, or if it does not show, the reference number provided by the CBC representative.

3.3. Payment. Unless otherwise agreed between the Parties in Section 5 of Attachment “A”, once approved by CBC, CBC shall pay amounts due to Supplier within forty-five (45) calendar days of receipt of invoice.

4. **CHANGES**

4.1. Proposed Changes. During the Term, changes may be required in the description of the Services to be provided by Supplier, or in the tasks and activities to be performed by either Party. Either Party is entitled to propose reasonable changes. Parties acknowledge that any such change may affect the Price, but neither Party shall have any obligation respecting any change unless an amendment is executed pursuant to Section 11.16.

5. **INTELLECTUAL PROPERTY**

5.1. No Violation. Supplier represents and warrants that it shall not violate any proprietary right held by a third party, including trademarks, patents, copyrights or any other intellectual property rights, and that it has every right, title and interest with respect to the material it uses for the provision of the Services under this Arrangement.

5.2. Rights and Property of Works. Supplier hereby agrees that any discoveries, ideas, inventions, improvements, technologies, formulae, video-page or program presentations, illustrations and musical works and any procedures, processes, devices, know-how, basic documents, diagrams, reports, computer programs, software, designs and documents of any nature whatsoever developed, designed, created, used for the first time or prepared based on material belonging to CBC (the “**Works**”), by Supplier or on behalf of Supplier during the performance of the Services, shall be fully and immediately communicated to CBC and become CBC’s sole and absolute property. This includes any trademark and all intellectual property rights, patents, copyrights or any other type of right in connection with the Services rendered. Supplier hereby irrevocably assigns, transfers and abandons all of its rights, titles and interests in the Works and over the Works, and waives any moral rights to which it may be entitled. Accordingly, CBC has the exclusive right to implement and authorize any provisions under any law pertaining to copyrights, including, among other things, the right to protect in its own name, as owner and author, the Works and any of its derivatives by copyright and to ensure sole and absolute property of such Works by obtaining all renewals and extensions of these copyrights.

5.3. Return of Material. Under no circumstances may Supplier keep any copy whatsoever of material belonging to CBC, nor any material developed by Supplier under the terms of this Arrangement based on material belonging to CBC, including any copy for archiving purposes, once the Services have been rendered. Supplier thus undertakes to deliver within a period of thirty (30) days, any copy of any material belonging to CBC and of any material developed by Supplier under the terms of this Arrangement based on material belonging to CBC, without a request to that effect on the part of CBC.

5.4. Non Authorized Use of Works. Supplier agrees that unauthorized use of the Works may cause irreparable harm and significant injury, which may be difficult to ascertain. Supplier agrees that it shall be liable for all damages caused by the use, by it or its directors, employees or representatives, or anyone managed by Supplier, of the Works in breach of this Arrangement, and further agrees that CBC shall have the right to seek any remedy, including, without limitation, injunction and specific performance, in the event of any breach of the provisions of this Arrangement, in addition to any other remedies available to CBC at law or in equity. Supplier also agrees to pay all of CBC's costs and legal expenses in such litigation if Supplier and/or its directors, employees or representatives, or anyone managed by Supplier, is found to have breached the terms of this Arrangement.

5.5. Authorized Use by CBC. In addition, Supplier authorizes CBC to use, now and in the future, for CBC's purposes, on a non-exclusive and royalty-free basis, any material made, created, prepared, developed or produced by Supplier or on behalf of Supplier, prior to the performance of the Services and which are embedded or included in, or provided with, the Works.

6. INSPECTION AND WARRANTY

6.1. Inspection of Services. Services provided under this Arrangement shall be accepted and paid by CBC subject to final inspection and acceptance (according to criteria to be reasonably determined by CBC) by a person duly authorized by CBC. Services found to be non-compliant with specifications set out in this Arrangement, shall be promptly corrected by Supplier at Supplier's expense, upon request by CBC. Supplier agrees that inspection of the Services by CBC shall not release Supplier of its obligations hereunder.

6.2. Warranty. Unless otherwise agreed between the Parties in Section 6 of Attachment "A", Supplier warrants that the Services shall be free from any deficiencies for a minimum period of ninety (90) calendar days from the time they are provided, and Supplier shall correct, at no cost to CBC, any deficiencies in such Services, provided however that these deficiencies are reported by CBC to Supplier within such minimum warranty period.

7. OTHER REPRESENTATIONS AND WARRANTIES

7.1. Supplier represents and warrants to CBC:

- a) that where Supplier is either a corporation, partnership or sole proprietorship, that it is duly constituted and validly existing under the laws of its jurisdiction of incorporation/registration and that it is qualified to carry on business in the jurisdiction where the Services are rendered;
- b) that it has the sufficient skill, knowledge, expertise, and resources, including qualified and competent personnel, to perform and provide the Services in accordance with the terms and conditions of this Arrangement;
- c) that it is not involved in and is not aware of any actual or potential law suit or circumstance which would or could materially affect its ability to provide the Services hereunder and, upon becoming aware of such, it shall immediately notify CBC and provide CBC with details of the nature of the law suit or circumstance;
- d) that the entering into of this Arrangement and the performance of the Services hereunder shall not cause Supplier to be in breach of any obligation of confidentiality which Supplier may owe to any third party or otherwise cause Supplier to be in breach of any agreement or undertaking with any third party;
- e) that subject to Section 1.7, where Supplier is a newly formed corporation or limited partnership, or if it is the sole shareholder of the corporation or at CBC's request, that it provides a personal guarantee for the obligations arising under this Arrangement as described in Attachment "C"; and
- f) that subject to Section 1.8, Supplier undertakes to treat all personal information transferred to it pursuant to the terms of this Arrangement in accordance with the *CBC Personal Information and Privacy Protection Policy*, a copy of which shall be supplied by CBC. Supplier shall use this information only for the purposes of the Arrangement and shall not disclose this information to any third party except in accordance with the *CBC Personal Information and Privacy Protection Policy*. Supplier shall consider this information as Confidential Information.

8. INSURANCE.

8.1. Supplier's Insurance. Unless otherwise agreed between the Parties in Section 1 of Attachment "A", Supplier agrees to provide, pay for and maintain during the Term, insurance coverages including applicable deductibles, in accordance with the following:

- a) *commercial general liability insurance* coverage in the amount of 2 million dollars or another amount as indicated in Section 1 of Attachment "A", and such insurance shall: (i) include CBC as an additional insured; (ii) provide for cross liability so that each insured is protected separately by the insurer; (iii) contain 30 calendar days prior written notice of material change or cancellation to CBC; and (iv) waive all rights of subrogation against CBC;
- b) *commercial automobile liability insurance* coverage in the amount of 2 million dollars, or another amount as indicated in Section 1 of Attachment "A"; and
- c) *professional liability insurance* in the amount of 2 million dollars, or another amount as indicated in Section 1 of Attachment "A".

Certificates of insurance evidencing proof of coverage may be required by CBC either prior to or following execution of this Arrangement.

9. INDEMNITY AND LIABILITY

9.1. General Indemnity. Supplier shall indemnify and save harmless CBC from and against any and all claims, losses, damages, costs (including actual legal fees), actions and causes of action arising out of or resulting from Supplier breaching any provision of this Arrangement or anything done or omitted to be done by Supplier in connection with the provision of the Services under this Arrangement or loss or damage to property caused by acts or omissions of Supplier or of anyone for whom Supplier may be responsible or liable. However, in no event shall Supplier be liable to CBC for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever.

10. TERMINATION

10.1. Termination for Cause. This Arrangement may be terminated by either Party (the "**Non-Defaulting Party**") if the other Party (the "**Defaulting Party**") commits a material breach of any of its obligations hereunder and fails to cure such breach within the time period set forth in the following paragraph or fails to reach an agreement with the Non-Defaulting Party regarding the cure thereof.

In the event of such a breach, the Non-Defaulting Party will so notify the Defaulting Party in writing. The Defaulting Party will have five (5) calendar days following receipt of the default notice to cure such breach or, if it cannot reasonably be cured in five (5) calendar days, a longer period of time as may be reasonably necessary, provided that the Non-Defaulting Party agrees in writing to such period. If the breach remains uncured after the cure period, the Non-Defaulting Party may terminate this Arrangement effective immediately by sending a written notice to such effect.

10.2. Insolvency Event. This Arrangement may be terminated by a Party upon receipt by the other Party of a termination notice, in case of any insolvency of such other Party, any filing of a petition in bankruptcy by or against such Party, any appointment of a receiver for such Party, any assignment for the benefit of such Party's creditors.

10.3. Termination Without Cause. This Arrangement may be terminated by CBC at any time, without cause and without liability to Supplier (except for payment as per Section 10.4), by sending Supplier a prior written notice of: (i) thirty (30) calendar days if the initial term of the Arrangement, prior to any renewal option, is of one year or less; or (ii) sixty (60) calendar days if the initial term of the Arrangement, prior to any renewal option, is over one year.

10.4. Termination obligations. In the event of termination of this Arrangement pursuant to Section 10, Supplier will be paid for the Services rendered to CBC's satisfaction, up to the termination date as set forth in the termination notice. In no case shall Supplier be paid for loss of any anticipated and unearned profits or loss of revenue. In addition, at CBC's request, Supplier shall collaborate with CBC to assist with the orderly termination process or transfer of the Services or Arrangement to another supplier or to CBC, without disrupting the continuation of CBC's operations and business. CBC may, if necessary in CBC's sole opinion to achieve such transition,

extend the Term of this Arrangement up to a maximum of three (3) months on the same terms and conditions.

11. MISCELLANEOUS

11.1. No Exclusivity. CBC may retain more than one qualified supplier from whom CBC may receive the Services during the Term of this Arrangement, without granting any exclusivity to any of these qualified suppliers.

11.2. No Volume Guarantee. Nothing in this Arrangement shall be interpreted as a guarantee or a commitment by CBC to buy a minimum volume of Services from the Supplier during the Term.

11.3. Subcontractors. Supplier will not subcontract to provide any of the Services without the prior written consent of CBC, which consent will not be unreasonably withheld. In all circumstances, Supplier will and remains responsible and liable for all subcontracted parties.

11.4. CBC Premises. While on CBC premises, Supplier, its employees, subcontractors and agents shall abide by all laws and regulations, instructions, directions and policies, which may be in effect from time to time at CBC, including but not limited to those related to health, safety and access to CBC premises.

11.5. Compliance with Laws and Permits. All Services provided by or on behalf of Supplier must comply with all applicable federal, provincial and municipal laws and regulations. Supplier, including its subcontractors, must obtain and maintain required consents, authorizations and permits for its operations at its own costs. Supplier represents and warrants that it and its subcontractors will comply with all applicable laws and regulations in the provision of the Services under this Arrangement.

11.6. Act of God. Neither Party shall be held responsible for damages caused by delay or failure to perform or observe any covenant, undertaking, obligation or condition hereunder when such delay or failure is due to act of God, inevitable accident, fire, flood, lockout, strike, or other labour dispute, riot or civil unrest, wars, acts of public authorities (including law enactment, regulation, rule, order, etc.), or other cause of similar or different nature beyond the control of the Parties.

11.7. No Agency and Independent Contractor Status. Supplier and CBC are not partners nor joint venturers; neither Party is the agent, representative or employee of the other Party and nothing in this Arrangement shall be construed to create any relationship between them other than an independent contractor relationship. As an independent contractor, Supplier declares and warrants that it is responsible for making all deductions, contributions and payments prescribed by law, including those relating to its employees. Supplier also warrants that CBC may not be held responsible for deductions or payments of any nature whatsoever concerning Supplier, its employees or any person acting on behalf of Supplier.

11.8. Confidentiality of the Arrangement. Supplier undertakes to preserve the confidentiality of the terms and conditions of this Arrangement, and to only disclose its contents to persons who must be apprised of the Arrangement for the purposes of said Arrangement.

11.9. Notices. All notices and consents required or which may be given under this Arrangement will be deemed to have been duly given (i) when delivered by hand; (ii) three (3) calendar days after being mailed by registered or certified mail, return receipt requested; or (iii) when received by the addressee, if sent by facsimile transmission or by express delivery service (receipt requested), in each case addressed to a Party, care of the person who signed this Arrangement at the address indicated under the signatures lines (or to such other address as designated in writing by a Party to the other Party).

11.10. Publicity and Corporate Identification. Supplier shall not use CBC's name, logos, trademarks or official marks without CBC's prior written consent. Supplier will submit to CBC for prior approval in writing, all press releases, advertising, sales promotions and other publicity matters related directly or indirectly to this Arrangement.

11.11. No Assignment. Supplier may not assign or otherwise transfer any of its rights, duties or obligations under this Arrangement without the prior written consent of CBC which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this Section will be void and of no force and effect. This Arrangement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

11.12. Access to Information. CBC is subject to *The Access to Information Act*, R.S., 1985, c. A-1. As a consequence, records held by CBC may be subject to a request for access and be disclosed if no exclusion or exemption provided for in the Act applies.

11.13. Severability. If any provision of this Arrangement or the application thereof to any circumstances is held to be invalid or unenforceable, the remaining provisions or the application thereof to other circumstances, shall not be affected thereby and shall be held valid to the full extent permitted by law.

11.14. Non-waiver of Right to Enforce the Arrangement. The Parties recognize that failure or delay on the part of the other Party to exercise a right, power or privilege under this Arrangement shall not operate as a waiver thereof, and that any single or partial exercise of a right, power or privilege shall not preclude any other future exercise thereof.

11.15. Survival. Any provisions of this Arrangement (including those regarding confidentiality, indemnity and liability) that extend beyond the term of the Services provided, or that are necessary for the Parties to fully exercise their rights and obligations under this Arrangement, shall survive beyond the Term of said Arrangement.

11.16. Entire Arrangement and Amendments. This Arrangement and any Attachment(s) hereto including Statements of Works, represent the entire agreement between the Parties and supersede all prior negotiations, representations, proposals or agreements whether written or oral. Notwithstanding the above, if this Arrangement is signed as a result of a competitive bidding process, request for supply arrangement or others as indicated in Section 1.10 above, the document(s) issued by CBC to initiate such process (the "Request") and the response(s) received from Supplier (the "Offer") are deemed to be integral parts of this Arrangement as Attachments, unless otherwise indicated in Section 1.10. Should there be a conflict between the terms and conditions of the documents appearing hereunder, terms and conditions of the document which first appears in the following list shall prevail over the wording of any document which subsequently appears: (i) signed Statement of Work; (ii) Attachment "A" of this Arrangement; (iii) main part of this Arrangement without the Attachments; (iv) Attachment "B"; (v) Attachment "C"; (vi) the Offer; and (vii) the Request. Any amendment to this Arrangement shall be in writing and signed by both Parties.

11.17. Governing Law and Forum. This Arrangement, including the performance and enforceability hereof, will be governed by and construed in accordance with the laws of the province indicated hereunder and with the federal laws of Canada applicable therein. The Parties consent to the exclusive jurisdiction of the courts sitting in said province, for any action or suit related to this Arrangement.

Quebec

Ontario

IN WITNESS WHEREOF, CBC and Supplier have caused this Arrangement to be signed and delivered by their duly authorized representatives in **duplicate**, all as of the date first herein above written.

CANADIAN BROADCASTING CORPORATION

(Supplier's Name)

Signature: _____
Name:
Title:
Address:
Tel.:
Fax:
Email:

Signature: _____
Name:
Title:
Address:
Tel.:
Fax:
Email:

Signature: _____
Name:

Supplier represents that it is a resident of Canada, as defined by Canada Customs and Revenue Agency.

Title of Finance Representative:

ATTACHMENT "A"

For each Section that is not relevant or non-applicable, please indicate N/A.

1. Services

a) **Description of Services**

b) **Role of Supplier**

c) **Details Concerning Personnel Required for Services (ex: Professional Services Categories and Individuals Assigned to Services - if applicable)**

d) **Geographic Coverage of Supplier under this Arrangement**

2. Price (if not indicated in Section 1.3 of this Arrangement)

Applicable taxes are those indicated in Section 1.3 of this Arrangement.

3. Price Detail (breakdown by hourly/daily rates and by Professional Categories, if applicable)

4. Invoicing (if the invoicing periodicity is different than the one set out in Section 3.2 of this Arrangement)

5. Payment (if different than Section 3.3 of this Arrangement)

6. Warranty Period (if different than Section 6.2 of this Arrangement)

7. Insurance Information (if different than Section 8 of this Arrangement)

(a) commercial general liability insurance: amount of coverage: ;
 non-applicable.

(b) commercial automobile liability insurance: amount of coverage : ;
 non-applicable.

(c) professional liability insurance: amount of coverage : ;
 non-applicable.

8. Performance Bond

9. Miscellaneous (ex: expenses; non-solicitation)

ATTACHMENT “B”

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(hereinafter called the “NDA”)

WHEREAS Supplier will have access to Confidential Information, as described hereinafter, for the purposes of the Services;

WHEREAS Supplier shall keep the confidentiality of Confidential Information;

NOW, THEREFORE, CBC and Supplier (collectively the “Parties”) hereto agree as follows:

1. Confidential Information

For the purposes of the Supply Arrangement (the “Arrangement”), certain information that CBC deems confidential may be disclosed to Supplier, orally, in written, in electronic or in other form. Unless specifically stated otherwise herein or in the information transmitted, all information disclosed by CBC pursuant to the Arrangement shall be deemed confidential (“Confidential Information”). Confidential Information may include, without limitation, CBC information and material such as formulae, patterns, compilations, programs, designs, concepts, devices, methods, techniques and processes, financial information, business plans, business strategies, cost information, information about employees, client lists, price lists, descriptions of technical know-how, pending or abandoned patent applications, and technical specifications and documentation. The Parties agree that the provision of Confidential Information to Supplier is not in any way intended to be and shall not be deemed to be a public disclosure, public use, or otherwise a publication of that information by CBC. Confidential Information disclosed by CBC shall be and remains the confidential property of CBC. The NDA does not grant Supplier any right, licence or other proprietary right, express or implied, with respect to Confidential Information, other than those expressly stated herein. Confidential Information will be used by Supplier solely for the purposes of the Arrangement, and may not be used in any way directly or indirectly detrimental to CBC.

2. Prevention of Disclosure

Supplier understands and certifies that all Confidential Information received from CBC shall remain confidential and that subject to Section 3 hereunder, Supplier shall not disclose any such Confidential Information to any third party or share such information with any third party, unless Supplier has obtained the prior written consent of CBC.

Supplier shall not disclose, distribute, copy, reproduce or reserve Confidential Information in any manner whatsoever, nor record such Confidential Information on any medium of any kind, including a data query system, or in any database, without the prior written consent of CBC, except for reasonable internal use for the purposes of the Arrangement.

Supplier shall also prevent the disclosure of documents or material in verbal, written, electronic or other form that are prepared by Supplier or its Representatives (as defined hereunder) based on Confidential Information (“Derivative Confidential Information”). Derivative Confidential Information shall be governed by the terms of this NDA as if it were original Confidential Information supplied by CBC.

Supplier agrees to be responsible for any breach of the NDA by any Representative (as defined hereunder) to whom Supplier discloses Confidential Information.

3. Third Party Disclosure

Supplier shall keep Confidential Information confidential, and shall not disclose Confidential Information to its employees, partners, investors, affiliates, attorneys, accountants, lenders, consultants, advisors, subcontractors or any other person with whom it does business (the “Representatives”), except to those Representatives who need to be apprised of such information in order to execute the Arrangement, and provided that:

- (a) Supplier has notified CBC in writing of the identity of said Representatives, excluding Supplier’s employees;
- (b) the Representatives to whom Supplier wishes to disclose Confidential Information have been advised of the terms and conditions of this NDA and of the terms and conditions of the Arrangement and which may apply to them, and agreed to be bound by them.

Supplier shall use reasonable efforts to ensure that all Representatives abide by the terms and conditions of this NDA and those of the Arrangement which may apply to them. Supplier agrees to take all appropriate action so that no Confidential Information is used by such Representatives, including Supplier’s directors or administrators, for their own benefit or for the benefit of any other party who is not authorized by CBC.

For the purposes of this NDA, the term “affiliate” shall have the same meaning as in the *Canada Business Corporations Act*.

4. Exceptions to Confidentiality

The Parties hereto agree that Confidential Information shall not be deemed confidential and Supplier shall have no obligation with respect to any such Confidential Information which:

- a) is or subsequently becomes publicly available, or generally known in the industry, without Supplier’s breach of any obligation to CBC; or,
- b) becomes known to Supplier from a source other than CBC other than by the breach of an obligation of confidentiality owed to CBC; or,
- c) Supplier can demonstrate is independently developed by Supplier with no use or access to the Confidential Information; or,
- d) is required to be disclosed by Supplier pursuant to an act, regulation, court order or administrative order, provided that Supplier shall take reasonable steps to give CBC sufficient prior notice to permit CBC to contest or restrict such disclosure.

5. Return of Confidential Information

Supplier or any of its Representatives shall destroy any Confidential Information in its entirety upon expiry of the Arrangement or at the written request of CBC, whichever comes first.

Supplier shall also provide CBC with a list of its Representatives (excluding Supplier's employees) who have received Confidential Information, either in whole or in part.

Any destruction of Confidential Information or Derivative Confidential Information shall be confirmed in writing to CBC by an authorized officer of Supplier or the Representatives, as the case may be.

6. No Representation or Guarantee

Supplier acknowledges and accepts that neither CBC nor its employees, consultants or other Representatives have made or make representations, or have issued or issue express or implied guarantees, concerning the accuracy or completeness of the Confidential Information.

CBC may not be held liable for any error or omission with respect to the Confidential Information provided, nor for any consequences resulting from the use of such Confidential Information.

7. Liability for Damages

Supplier agrees that unauthorized disclosure or use of Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Supplier agrees that it shall be liable for all damages caused by its own or its Representatives' disclosure or use of Confidential Information in breach of this NDA and agrees that CBC shall have the right to seek equitable relief, including, without limitation, injunction and specific performance, in the event of any breach of the provisions of this NDA, in addition to all other remedies available to CBC at law or in equity. Supplier agrees to pay all of CBC's costs and legal expenses in such litigation if Supplier and/or any of its Representatives is found to have breached this NDA.

8. Continuance in Force of Terms of the NDA

It is understood that the terms and conditions of the NDA, and any obligations thereto, shall remain in force with respect to any Confidential Information for as long as confidentiality is maintained.

9. Validity of Provisions of the NDA

In the event that any provision of this NDA is determined to be invalid or unenforceable, the remainder of this NDA shall be valid and enforceable to the maximum extent possible.

ATTACHMENT "C"

PERSONAL GUARANTEE

The Guarantor, _____, personally guarantees to the CBC that he/she shall be held jointly and severally liable with Supplier for the proper execution of all obligations arising under the Arrangement. Without limiting the generality of the foregoing, such obligations shall include, but not be limited to, the proper performance of Services, the indemnification of the CBC and the obligations of confidentiality. Any failure on the part of Guarantor to properly perform its obligations under or in connection with the Arrangement shall constitute an automatic default and shall give rise to an immediate recourse against the Guarantor. The obligations of the Guarantor hereunder shall not be divisible and shall be enforceable against the Guarantor's heirs, successors and assigns.

The Guarantor hereby consents to being bound by this Personal Guarantee and by the terms and obligations arising under or in connection with the Arrangement.

IN WITNESS WHEREOF the Guarantor has executed this Personal Guarantee as of the date written below.

Date: 20

Guarantor's Name
Guarantor

Witness' Name
Witness

ATTACHMENT "D"
SAMPLE

STATEMENT OF WORK No. _____, DATED _____, 200

**To the Supply Arrangement Dated _____, 200 _____,
Between the Canadian Broadcasting Corporation ("CBC")
and _____ ("Supplier")
("Arrangement")**

For each Section that is not relevant or non-applicable, please indicate N/A.

1. Description of Project (as defined in Section 1.1 of the Arrangement)

2. Duration of this Statement of Work

Subject to the Term of the Arrangement (as per Section 1.5 of the Arrangement),

- the duration of this Statement of Work shall commence on _____ and shall terminate on _____.
- the duration of this Statement of Work shall commence on _____, 200 _____ and shall terminate when Supplier has completed the Services for the Project described in this Statement of Work, in accordance with the schedule set out in Section 3c) below at CBC's satisfaction, but in no event shall terminate later than _____, 200 _____.
- (hereinafter called "**Duration**")

3. Services

a) Services

In addition to the Services described in Section 1 of Attachment "A" to the Arrangement, the following services shall be included in the Services for the purposes of the Project:

b) Deliverables

c) Schedule/Timelines

d) Location of Services (in accordance with the geographic coverage indicated in Section 1d) of Attachment "A" of the Arrangement)

e) Details concerning Personnel Required for Services (Professional Services Categories and Individuals Assigned to Services - if applicable)

f) Reporting (content and periodicity, if applicable)

4. Miscellaneous

5. Termination of Statement of Work

This Statement of Work may be terminated by CBC at any time, without cause, by sending Supplier a prior written notice of XX (XX) calendar days. CBC shall have no liability to Supplier for such termination except as specifically mentioned in section 10.4 of the Arrangement, which section shall apply *mutatis mutandis* to this Statement of Work.

IN WITNESS WHEREOF, CBC and Supplier have caused this Statement of Work to be signed and delivered by their duly authorized representatives in **duplicate**, all as of the date first herein above written.

CANADIAN BROADCASTING CORPORATION

Signature: _____
Name: _____
Title: _____
Address: _____
Tel.: _____
Fax: _____
Email: _____

Signature: _____
Name: _____
Title of Finance Representative: _____

(Supplier's Name)

Signature: _____
Name: _____
Title: _____
Address: _____
Tel.: _____
Fax: _____
Email: _____