

**NRFP-1118-2023- CHALLENGE AGREEMENT- Durham Region Ontario Vehicle Innovation Network
(OVIN) Community Challenge: Dynamic Curve Warning Challenge**

This agreement is between:

THE REGIONAL MUNICIPALITY OF DURHAM
(The “Region”)

AND

[ENTER NAME OF SUCCESSFUL APPLICANT]
(The “Innovator”)

WHEREAS the Region ran a Challenge Statement process in conjunction with Durham Regional Technology Development Site (“DRTDS”);

AND WHEREAS the Innovator was chosen to enter into an agreement with the Region to co-develop a solution to the Challenge Statement;

NOW THEREFORE in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

PART A. SPECIFICS OF THIS PARTICULAR AGREEMENT

Description of the Contributions

1. The Contributions which are the subject of this agreement include developing a Target Product that will:
 - (a) align with the [Envision Durham](#), Durham Region's official plan that increases awareness of risks associated with high -speed county curves and its intersection conflict points
 - (b) Factor in speeds of vehicles approaching and entering the curve;
 - (c) Factor in road and weather conditions;
 - (d) Interface with a third party navigation system;
 - (e) Notify drivers of potential conflicts and hazards;
 - (f) provide remote monitoring and data collection for:
 - (1) Traffic volume and operating speeds
 - (2) Near Misses and
 - (3) driver behaviour
 - (g) Provide cumulative reporting such that we can analyze data for 3, 6 or 12 month period.

Work Plan

2. Immediately after the Agreement Date, the Innovator shall, in consultation with the Region, prepare a work plan for the provision of the Contributions, which work plan includes:
 - (a) A list of the activities that the Innovator shall carry out; and
 - (b) The detailed timeline over which the Innovator shall carry out those activities.

Duration of this Agreement

3. This agreement becomes effective on the Agreement Date, and, unless terminated earlier in accordance with this agreement, lasts until [date].

Contact Persons and Contact Addresses

4. The initial, principal, contact person and contact addresses for the Region are:

Alison Burgess, Director, Communications and Engagement, Region of Durham
655 Rossland Rd. E., Whitby, ON., L1N 0A3
Tel: 905-668-7711 ext. 2089
alison.burgess@durham.ca

5. The initial, principal, contact person and contact addresses for the Innovator are:

[Innovator]

PART B. INTERPRETATION OF THIS AGREEMENT

Definitions

6. In this agreement, the following terms have the corresponding meanings:

Agreement Date means the date this agreement is signed by the last party to sign it, as determined by the dates indicated with the parties' signatures;

AODA means the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11;

Background IP means Intellectual Property belonging to either party prior to the Agreement Date, including improvements thereto during the provision of the Contributions, or any other Intellectual Property a party may develop during the course of this agreement other than the Contributions IP;

Confidential Information includes information, whether oral, written, visual, electronic, or in any other form, relating in any way to this agreement, which is identified as confidential or that would reasonably be considered as being confidential;

Contributions means the work to be performed by the Innovator under this agreement, including those set out in section 1 of this agreement;

Contributions IP means all Intellectual Property that may be developed in the course of the provision of Contributions (including without limitation the Target Product) by the Innovator's Representatives in connection with the Contributions, but excluding any Background IP;

Disclosing Party means the party disclosing Confidential Information;

Intellectual Property means all patents, copyrights, industrial designs, trademarks, and other rights under law with respect to discoveries and inventions (patented, patentable or otherwise), designs, drawings, logos, brands, service marks, trade and business names, methodologies, information, procedures, processes, data, data sets and databases (hard copy and machine readable), integrated circuit topographies, knowledge, know-how, trade secrets, Confidential Information, documents, software (source code and compiled code form) and all registrations and applications for registration related thereto;

IP Notice has the meaning as provided in Article G-7;

Loss includes loss, liability, damage, cost, expense, legal cost and disbursement;

Moral Rights includes moral rights in the Target Product arising under the *Copyright Act*, R.S.C. 1985, c. C-42;

Negotiation Notice has the meaning as provided in Article G-7;

Notice includes notification or communication required or permitted to be given by one party to the other party under this agreement;

OHSA means *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1;

Option Period has the meaning provided by Article G-7;

Receiving Party means the party receiving Confidential Information, and includes all Representatives of that party;

Representative of a party includes every partner, associate, officer, director, employee, consultant, subconsultant, contractor and agent of the party;

Resources means the resources to be provided by the Region to the Innovator for Provision of the Innovator's Contributions;

Target Product means every product, service, process and/or method developed as a solution to the problems or challenges addressed in this agreement; and

WSIA means the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16 Sched. A

General Terms

7. This agreement is to be construed and interpreted such that:
 - (a) All changes in number and gender as may be required by the context are implied;
 - (b) Its division into parts, articles, sections, subsections, paragraphs, subparagraphs and clauses is for convenience of reference only;
 - (c) It is in accordance with the laws of the Province of Ontario and the laws of Canada applicable there;
 - (d) The obligations of the parties contained in this agreement have, where applicable, the status of representations, warranties and covenants by the respective obligated party;
 - (e) Time is of the essence of this agreement, including if any extension of time is permitted;
 - (f) If this agreement refers to legislation, policies or rules, but the legislation, policies or rules are amended, extended, re-enacted or replaced, the reference will be to the new version;
 - (g) All provisions of this agreement are severable, and if any provision is declared illegal, invalid, void or unenforceable by a court of competent jurisdiction, then the remaining provisions of this agreement remain in full force and effect; and
 - (h) If this agreement contemplates the Region making a decision, including a decision as to whether the Region is satisfied with something, the Region may make such decision in its own discretion and such decision is final and binding.

8. This agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable there.

9. Any dispute under this agreement will be resolved in the courts of Ontario.

PART C. RELATIONSHIP BETWEEN THE PARTIES

Entering this Agreement

10. The parties may sign this agreement in counterparts with the same effect as if the parties sign the same document. Any counterparts are to be construed together and

constitute one and the same original document. The parties shall deliver any signed counterparts of this agreement in accordance with the provisions set out in this agreement for delivery of Notices.

11. The Region hereby retains the Innovator to provide the Contributions, and the Innovator shall provide those Contributions to the Region under the general direction and control of the Region and subject to the provisions of this agreement.
12. This agreement constitutes the entire contract between the parties with respect to its subject matter and supersedes all prior or contemporaneous commitments, representations, warranties, arrangements, understandings, agreements, and negotiations, whether written or oral, or collateral or other, with respect to its subject matter, existing between the parties at the Agreement Date.
13. No change or modification of this agreement is valid unless it is in writing and signed by each party.

Independent Contractor Status

14. Both parties expressly acknowledge and agree that they are Independent Contractors and no Agency, partnership, or employment relationship is intended or created by this Agreement. The Innovator shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance, Canada pension, Worker's Compensation, insurance premiums of its employees and discipline/supervision of its employees. The Innovator acknowledges and agrees that while it shall remain fully responsible for the method and completing the Contributions, the Region may supervise the performance of the Contributions for a) compliance with the Region's policies, procedures, directives and guidelines and for b) compliance with all safety, security, and environmental laws, regulations, guidelines and procedures. Both parties agree that any such supervision by the Region shall not in any way relieve the Innovator from its obligations and responsibilities under this Agreement or at law nor shall such supervision be considered interference by the Region with the Innovator's performance of the Contributions.

Waiver of Rights, Powers or Remedies

15. Either party may by Notice waive any of its rights, powers or remedies under this agreement.

16. The failure of either party to exercise any of its rights, powers or remedies under this agreement or its delay in doing so, does not constitute a waiver of any rights, powers or remedies. A single or partial exercise of a right, power or remedy does not prevent its subsequent exercise or the subsequent exercise of any other right, power or remedy.
17. The failure of either party to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

Assignment

18. The Innovator shall not assign this agreement or any of the benefits or obligations under this agreement without the prior written approval of the Region. The Region may make the decision to grant or refuse such approval. Despite any approval by the Region to an assignment by the Innovator, the Innovator shall retain all its obligations and liabilities under this agreement.
19. This agreement enures to the benefit of and binds the parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns.

PART D. EXTENSION AND EARLY TERMINATION OF THIS AGREEMENT

External Interference with Fulfilling Obligations

20. Whenever and to the extent either party is unable to fulfil, or is delayed or restricted in fulfilling, any of its obligations under this agreement by reason of any cause beyond that party's control, the time for fulfilling such obligation is extended for such reasonable time as may be required by that party to fulfil such obligation, provided that any such inability, delay or restriction does not relate to any extent to any act or omission by that party or any of its Representatives or others for whom it is at law responsible, and further provided that the party seeking the extension submits promptly to the other party a Notice requiring the extension of time and the specific reason and expected duration of the extension.

Early Termination

21. Either party may, with or without cause, terminate this agreement by giving the other party at least 30 days' notice of the termination.
22. The parties may, by agreement, terminate this agreement at any time.
23. This agreement will terminate immediately upon:
 - (a) The dissolution of the Innovator (if the Innovator is a corporation or partnership) or the death of the Innovator (if the Innovator is an individual); or
 - (b) Subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, the Innovator making an assignment for the benefit of its creditors, becoming bankrupt or insolvent, undergoing reorganization, making a proposal to its creditors, or otherwise becoming financially unable to perform its obligations under this agreement.
24. If this agreement is terminated early, then:
 - (a) The Region is excused from further performance under this agreement;
 - (b) The Region shall retain any rights, powers and remedies it has or may have against the Innovator;
 - (c) The Region may enter an agreement with another person to provide the balance of the Contributions; and
 - (d) All other provisions of this agreement identified as continuing in effect after termination (such as the provisions relating to Target Product) will continue in effect.

PART E. COMMUNICATIONS

Contact Persons and Addresses

25. The Innovator shall treat the Region's contact person as the source of guidance in respect of all aspects of this agreement.
26. The Region shall treat the Innovator's contact person as the source of reports in respect of all aspects of this agreement.
27. Either party may, from time to time, change its contact person or any of its contact addresses by Notice given in accordance with this Part.

28. Either party may, from time to time, through its principal contact person, designate secondary contact persons in respect of specific issues.

Notices

29. A party giving Notice shall give it in writing and shall send it by personal delivery, email, courier or prepaid regular mail to the contact person at an address of the other party provided for in this agreement.

30. A Notice sent by:

- (a) Personal delivery is deemed to be delivered on the date it is personally delivered;
- (b) Email is deemed to be delivered upon the sender receiving from the recipient a written acknowledgment of receipt;
- (c) Courier is deemed to be delivered two days after the date it is sent; and
- (d) Prepaid regular mail is deemed to be delivered three days after the date it is sent, provided that if a postal interruption occurs, the Notice is deemed to be delivered three days after the resumption of postal service.

Outside Communications

31. The Innovator shall not communicate with the media or anyone else about the Contributions except with the prior written approval of the Region.

PART F. CONFIDENTIAL INFORMATION AND CONFLICT OF INTEREST

General Confidentiality Requirements

32. The Receiving Party shall ensure that all Representatives of the Receiving Party comply with all the provisions of this agreement relating to Confidential Information and the Receiving Party shall be responsible for any failure by any Representative of the Receiving Party to do so.

33. The Receiving Party shall use Confidential Information only for the purposes of this agreement.

34. The Receiving Party shall not copy or transcribe into another form, any Confidential

Information received from the Disclosing Party except as reasonably necessary.

35. Upon the termination of this agreement, or earlier upon the request of the Disclosing Party, the Receiving Party shall promptly destroy or return (as directed by the Disclosing Party) all copies of the Confidential Information disclosed to the Receiving Party.

Keeping Confidential Information Confidential

36. Except as provided in this agreement, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party.
37. The Receiving Party shall protect the Confidential Information disclosed to it by the Disclosing Party, in the same manner and to the same extent that it protects its own Confidential Information.
38. The provisions of this agreement relating to Confidential Information will remain in effect for five years after the termination of this agreement.

Disclosing Confidential Information

39. The Receiving Party may disclose Confidential Information if:
 - (a) The Disclosing Party approves;
 - (b) The Receiving Party is required by law to disclose it; or
 - (c) The Confidential Information is generally and publicly available.
40. The Innovator specifically acknowledges that the Region is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56, and that the Region may be compelled by law to disclose certain Confidential Information.
41. If the Receiving Party is required by law to disclose Confidential Information, it shall promptly notify the Disclosing Party so that the Disclosing Party may intervene to prevent the disclosure.

Breach of Confidentiality

42. If either party breaches any provision of this agreement relating to Confidential Information, it shall immediately give Notice of such breach to the other party and take all necessary steps to limit the extent and impact of the breach.

43. If a party were to breach the provisions of this agreement relating to Confidential Information, the harm that would be suffered by the other party would not be compensable by monetary damages alone. Therefore either party may, in addition to any other remedies, seek an injunction against any breach or threatened breach by the other party of any provision relating to Confidential Information.

Publication

44. The Region shall have the right to publicize that is working with the Innovator on the Challenge. No confidential information or anything related to Intellectual Property will be shared without prior written consent of the Innovator.

Conflicts of Interest

45. The Innovator declares that, to its knowledge, (i) no Councillor, official or employee of the Region has any direct or indirect beneficial interest, whether financial or otherwise, in the Innovator, or in their performance of the Contributions; and (ii) the Innovator is not engaged in any other projects nor is it providing Contributions to any other client that would give rise to an actual or potential conflict of interest; and (iii) the Innovator is not engaged in any direct or indirect beneficial interest, whether financial or otherwise with any other Innovator retained by the Regions of Durham.

46. The Innovator declares that he has no direct or indirect financial interest in any matter in which the Region is concerned that would give rise to an actual or potential conflict of interest.

47. The Innovator represents that it will not attempt to improperly influence or interfere financially, politically or otherwise with the Region's employees, officers or Council members with respect to the provision of the Contributions under this Agreement.

48. If a conflict of interest exists or arises pursuant to this section during the term of the Agreement, the Region may, at its discretion, suspend any Contributions being performed until the matter is resolved to the Region's sole satisfaction or terminate this Agreement.

PART G. PROVISION OF THE CONTRIBUTIONS BY THE INNOVATOR

Contributions to be provided

49. The Innovator shall provide the Contributions under this agreement to the Region.
50. With the approval of the Innovator, the Region may, in writing, delete, add to, vary or otherwise alter the Contributions.
51. The Innovator (and not the Region) shall, in respect of the Innovator Representatives:
 - (a) Coordinate their activities;
 - (b) Pay their costs;
 - (c) Be fully responsible for every act or omission of them or any persons retained directly or indirectly by them; and
 - (d) Be liable to the Region for all Losses suffered by the Region because of any act or omission of any of them.

Prior to Provision of the Contributions

52. Immediately after the Agreement Date, and prior to beginning to provide any of the Contributions, the Innovator shall provide to the Region all applicable security, proofs of insurance and other proofs of compliance required under this agreement.
53. Prior to beginning to provide any of the Contributions, the Innovator shall give Notice of its intention to begin to the Region. The Region may refuse to accept any Contributions commenced or completed without satisfactory prior Notice and may direct the Innovator to redo such Contributions at no cost to the Region.

Meeting the Deadlines for Providing the Contributions

54. The Innovator (and not the Region) shall be responsible for providing the Contributions within the time specified under this agreement and for all costs of meeting such timing. Therefore, for example, if costs higher than indicated in this agreement become necessary in order to ensure delivery of the Contributions by the deadlines under this agreement, then the Innovator (and not the Region) shall be fully responsible for such higher costs.

The Quality of the Contributions and the Manner of providing them

55. The Innovator shall fulfil its obligations under this agreement in an ethical, fair, competent, professional and businesslike manner and in accordance with applicable industry standards and best practices.
56. The Region may inspect all Contributions at the location and time of delivery.
57. The Region shall be the sole judge of the adequacy of the Contributions received and their value. The Region may order such changes to the manner of providing the Contributions as it believes to be desirable.
58. During provision of the Contributions, the Innovator shall, to the satisfaction of the Region, protect all existing real and personal property and activities at the place of delivery of the Contributions.

Progress Reports

59. The Innovator shall, upon request by the Region, provide reports to the Region on the Contributions, including opinions regarding the progress and resolution of the Contributions, and including any variances from the work plan and explanations for such variances.

Intellectual Property

60. The Region acknowledges that the Innovator shall remain the owner of the Innovator's Background IP and that this agreement does not prevent, limit or restrict the Innovator's subsequent use or exploitation of the Innovator's Background IP. The Innovator grants to the Region for the term of this agreement a fully-paid, non-exclusive, worldwide, transferable (with the right to assign and sublicense), royalty-free, revocable license of the Innovator's Background IP to use, make and have made the Innovator's Background IP to the extent necessary for the Region to fully exploit and enjoy the results of the Contributions (including the Target Product and Contributions IP). [Can add a "For greater certainty" statement here if there is any particular IP to be identified as background IP]
61. The Innovator acknowledges that the Region remains the owner of the Region's Background IP and that this agreement does not prevent, limit or restrict the Region's subsequent use or exploitation of the Region's Background IP. The Region grants to the Innovator a non-exclusive, non-transferable, revocable license to use the Region's

Background IP for the purposes of the Innovator performing its obligations under this Agreement.

62. The Innovator agrees that the Region shall retain all rights in all data collected during the term of this agreement and such data remains the sole property of the Region, and the Innovator shall destroy all such data in its possession in accordance with the provisions of this agreement for destroying Confidential Information.
63. The Innovator shall notify the Region in writing when Contributions IP is created (the “**IP Notice**”). Within 30 days after the Innovator’s submission to the Region of the IP Notice, the Innovator shall submit to the Region in writing all details pertaining to the Contributions IP, including all work, reports, writings, ideas, designs, methods, computer software and data, recorded in any form, that relate to the Contributions IP including any Innovator Background IP that may be relevant to the Contributions IP.
64. Upon the creation of any Contributions IP, title to such Contributions IP vests with the Innovator, and the Innovator shall have the right to exploit it during and after the term of this agreement.
65. Despite the foregoing, for as long as the parties continue to work together, the Region may use the Contributions IP for its own operations.
66. When the Region receives an IP Notice from the Innovator, an option period (the “**Option Period**”) of 90 days begins to run. During the Option Period the Region may, without any fee, give a notice (a “Negotiation Notice”) to the Innovator, indicating that the Region wishes to negotiate a licence to use the Contributions IP. If the Region does not give a Negotiation Notice within the Option Period, then the Option Period expires and the Innovator alone retains the full rights in the Contributions IP.
67. Notwithstanding the above, the Region shall have the right to reference the Contributions IP and the Region’s contribution to it in any promotional material with respect to the Challenge process.
68. Upon the giving and receipt of a Negotiation Notice, the parties shall, in good faith, negotiate a licence for the Region to exploit the Contributions IP under a non-exclusive worldwide, royalty-bearing commercialization license, containing reasonable commercial provisions (including, without limitation, provisions relating to the Region’s Investment), with respect to any use, manufacture, sale, hire, promotion, importation or other exploitation of the Contributions IP. If the parties negotiate such a license,

then they shall exploit the Contributions IP. However, if the parties fail to negotiate such a license, then the Innovator shall not, for one year, license the Contributions IP to any third party on terms more favourable than those last offered to the Region.

69. Every license to exploit the Contributions IP shall contain a clause in favour of the Region, stating that it shall receive no less favourable terms, including pricing, than any other party to a contract with the Inventor for the Contributions IP, which will be in effect for at least five (5) years.
70. Notwithstanding section 68 above, the Region shall have the sole and ultimate right to require naming rights of the Contributions IP, even if no license is ultimately agreed upon under section 68.
71. The Innovator shall be liable for, and shall fully indemnify and hold harmless the Region and its Representatives against, any liability, whether direct or indirect, arising out of a claim by any person against the Region or its Representatives:
- (1) Alleging that the Contributions IP and its use by the Region, or by any other person at the direction of the Region, infringes any Intellectual Property rights; and
 - (2) For Losses relating to, or in connection with, any use, sale or other commercialization of the Contributions IP.
72. This Article G- will survive the termination or expiry of this agreement.

PART H. COMPLIANCE BY THE INNOVATOR WITH LAW AND POLICIES

Compliance with Law in General

73. In providing the Contributions the Innovator shall comply with all applicable federal, provincial and local laws, regulations and rules.
74. The Innovator shall, at its own expense, obtain, maintain and keep available for inspection and copying, all necessary licences, permits, approvals and locates.
75. If the Region gives Notice that the Innovator is not complying with any applicable law, then the Innovator shall immediately correct that failure to comply.

WSIA

76. Innovator's personnel and owners must be covered by an insurance plan under the Workplace Safety and Insurance Act, 1997. Prior to commencing the Contributions, or upon a request by the Region, the Company must supply to the Region:
- (a) A valid Clearance Certificate (for Schedule 1 employers) or A letter of Good Standing (for Schedule 2 employers) indicating the Company has an active account with WSIB in good standing; or,
 - (b) Alternatively, where appropriate, a letter from WSIB stating the Company is not required to register with WSIB; or,
 - (c) A letter that confirms the Company falls under a "By-Application" industry, where WSIB confirms a Company (that employs workers) is exempt from coverage based on their business activity.

For independent contractors / owners / operators

77. For Independent Contractors / Owners / Operators a letter along with an identification number from the WSIB verifying their status as an "Independent Operator" must be provided to the Region. To obtain this, Innovators must complete the form "Determining worker/Independent Operator status", issued by the Workplace Safety & Insurance Board. (For more information, please contact your local Workplace Safety & Insurance Board Office and refer to this clause.)
78. Single Independent Contractors / Owners / Operators where required by the Region of Durham must also carry optional WSIB insurance coverage and must also provide a clearance certificate from WSIB verifying they have purchased the optional WSIB coverage, and indicating the Company has an active account with WSIB in good standing.

AODA

79. The Innovator shall comply with the provisions, to the extent that they are applicable, of the AODA and regulations under it, in respect of all Contributions provided by the Innovator on behalf of the Region. Without limiting the generality of the foregoing, the Innovator shall ensure that all of its Representatives and applicable others, for whom it is at law responsible, receive training about the provision of the Contributions contemplated in this agreement to persons with disabilities, in accordance with section 80.49 of *Ontario Regulation 191/11*, Integrated Accessibility Standards, made under the AODA. This training includes, but is not limited to, training relating to, and ensuring compliance with, the policies, practices and procedures of the Region respecting the

provision of Contributions to persons with disabilities.

OHSA

80. The Innovator (and not the Region) shall:

- (a) Strictly comply, and enforce strict compliance by its Representatives, with the OHSA and all applicable regulations under it;
- (b) Be the employer, as defined in the OHSA, in respect of the provision of the Contributions;
- (c) Ensure that its written occupational health and safety policy under the OHSA meets, at a minimum, the provisions of the Region
- (d) Establish and maintain at each work site, in a manner easily available to all its Representatives and to any authorized Region Representatives, a copy of all relevant material safety data sheets, as defined in the OHSA;
- (e) Ensure that no person brings any hazardous material, as defined in the OHSA, onto the work site without the Region
- (f) In a timely manner furnish the Region with a copy of all correspondence, reports, compliance orders, charges or other documents it receives under the OHSA, or its regulations, that apply to any of the Contributions.

PART I. INDEMNIFICATION AND INSURANCE BY THE INNOVATOR

Indemnification

81. The Innovator hereby acknowledges and agrees that it shall be solely responsible and liable to the Region for any breach of the confidentiality obligations herein by any person to whom access to the Confidential Information was provided.

82. The Innovator shall defend, indemnify and save harmless the Region and its elected officials, officers, employees and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs, interest or damages of every nature and kind whatsoever, arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Innovator, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Innovator in accordance with this Agreement, and shall survive this Agreement.

83. The Innovator covenants and agrees that they will take any and all action and will do and provide the services herein required to be provided in compliance with all laws, regulations or orders, including the order of any board or court of competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or any competent local government, board, commission, department or officer (“Compliance Requirements”) and hereby indemnifies and holds harmless the Region from any and all claims, payments, injury or loss and for any and all legal costs (including fees and disbursements) or administrative costs incurred by the Region relating to any failure of the Innovator, their employees, agents or contractors to comply with any Compliance Requirements.

Insurance

84. The Innovator shall continuously maintain throughout the term of the Contract and pay for the following insurance coverage:

- Commercial General Liability insurance including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than **two million dollars (\$2,000,000.00)** applying to all contracts for claims arising out of one occurrence, and,
- Automobile Liability Insurance in respect to licensed vehicles owned and / or leased, with limits of not less than **two million dollars (\$2,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property.
- Professional Liability (Errors and Omissions) in an amount of not less than **two million dollars (\$2,000,000.00)** per claim with an aggregate limit of **four million dollars (\$4,000,000.00) [if required dependant on the specific project]**.

Where a Subcontractor is retained for work where Professional Liability coverage is a Contract requirement, the Innovator must ensure the necessary insurance at the limits above is obtained.

The Commercial General Liability policy shall include the Region of Durham as an additional insured in respect of all operations performed by or on behalf of the Innovator in relation to the Contract requirements and be endorsed to provide the owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

The Innovator shall provide an updated Certificate of Insurance on the Region's standard form, or on a form acceptable to the Region of Durham, by no later than thirty (30) days prior to the expiry date of any required coverage. Notwithstanding this provision, where any required insurance coverage is due to expire within thirty (30) days, the Innovator shall submit an updated Certificate of Insurance upon ten (10) business days of written notice by the Region.

Failure to provide the required insurance certificates within ten (10) business days of the Region's written request and continuously maintain the required insurance coverage throughout the entire term of the Contract will constitute a default by the Innovator.

Change in coverage

If the Region requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Innovator shall endeavour forthwith to obtain such increased or special insurance at the Region's expense.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Innovator until 30 days after written notice of such change or cancellations has been personally delivered to the Region.

PART J. DEFAULT BY THE INNOVATOR

In Case of Default

85. If the Innovator, or any person for whom the Innovator is responsible at law, causes any damage, due to delivery of the Contributions, to any real or personal property or activities at the location of such delivery, then the Innovator shall repair, or, if applicable, provide replacements, at the Innovator's expense, to the satisfaction of the Region.
86. If the Innovator defaults in carrying out its obligations under this agreement, then the Region may, in its discretion, but is not required to:
 - (a) Give the Innovator notice of the default and time to cure it; and
 - (b) Hold the Innovator responsible for any Loss suffered by the Region because of the default.

PART K. EXPENSES AND PAYMENTS

Expenses

87. The Innovator shall, at its own sole cost, and at no cost to the Region, except as specifically provided in this agreement or agreed to by the Region in writing, obtain and supply all work, labour, Representatives, travel, plant, accommodations, equipment, materials, supplies and administrative, technical or other support necessary to provide the Contributions, including insurance, local or long distance telephone, facsimile, postage, courier or other transportation or communication costs, and photocopying, printing or other reproduction costs. For greater certainty, the Innovator shall not, unless specifically agreed to by the Region in writing, charge any such expenses to the Region.

PART L. OTHER REGION RESPONSIBILITIES

Descriptions of Region Contributions

88. The Region shall provide instructions, guidance and assistance to the Innovator relating to the provision of the Contributions.

89. The Region shall use reasonable efforts to make available to the Innovator any relevant Region reports, background information, data, drawings, plans, surveys and any other materials relevant to the Contributions, which are in its possession, for use by the Innovator, and shall make available, at reasonable times, relevant Region Representatives for the purpose of any necessary consultation.

90. Upon request by the Innovator, the Region shall connect the Innovator to additional supports provided by the Region and other partners for promotional and business development purposes including, but not limited to, marketing support, business data and intelligence, match-making, and referrals to government and business support agencies.

91. Upon request by the Innovator, the Region shall provide the Innovator with professional mentorship and coaching opportunities.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date indicated.

THE REGIONAL MUNICIPALITY OF DURHAM

By: _____

Date:

Name:

Title:

I have authority to bind the corporation.

[INNOVATOR]

By: _____

Date:

Name:

Title:

I have authority to bind the corporation.