

Supplementary General Conditions – Consulting (Supplier Owned Intellectual Property)

IMPORTANT: Any changes to these SGCs must have prior approval from Supply Chain Management. Please delete this text prior to issuing.

The following Supplementary General Conditions are hereby added to the *BC Housing General Terms and Conditions*. For greater clarity, where there is a conflict between these Supplementary Conditions and the *BC Housing General Terms and Conditions*, the former shall govern.

A. DEFINITIONS

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than BC Housing or the Supplier;

B. INTELLECTUAL PROPERTY

Article 7

1. Ownership of Intellectual Property

All concepts, plans, drawings (including computer generated designs), specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, graphic representations, specifications documents, processes produced by the Supplier in connection with the Deliverables (the “Instruments of Service”) and the Deliverables, including all copyright and other intellectual property therein, are and shall at all times remain the property of the Supplier unless otherwise agreed in writing between the parties.

BC Housing shall have a perpetual, non-exclusive royalty-free fully paid up right and license to copy and use any of the Instruments of Service, whether capable of being patented or registered as a trademark or not, for:

- i. Record and maintenance purposes; and
- ii. Any future renovation, repair, modification and extension work undertaken with respect to the Deliverables.

The Supplier shall have full rights to any of the Instruments of Service arising from its provision of the Deliverables that are capable of being patented or registered as a trademark and may use any such Instruments of Service on any other project.

2. No Restrictive Material in Deliverables

The Supplier shall not incorporate into any Deliverables or Instruments of Service anything that would restrict the right of BC Housing to modify, further develop or otherwise use the Deliverables in any way that BC Housing deems necessary, or that would prevent BC Housing from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables or Instruments of Service.

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3. Supplier Representations and Warranty Regarding Third Party Intellectual Property

The Supplier represents and warrants that the provision of the Deliverables and Instruments of Service shall not infringe or induce the infringement of any Third-Party Intellectual Property rights.

The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

C. INDEMNITIES AND INSURANCE

Article 8

1. Indemnity

The Supplier hereby agrees to indemnify and save harmless BC Housing, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as “Claims”) that BC Housing may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Supplier or their subcontractors, servants, agents or employees under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of BC Housing, its other contractors, assigns and authorized representatives or any other person.

2. Professional Liability Insurance

The Supplier must, without limiting its obligations and at its own expense, purchase or cause to be purchased and maintain throughout the term of this Contract Professional Errors and Omissions Liability Insurance from insurers licensed in Canada, in forms acceptable to BC Housing, protecting the Supplier, the Supplier’s insurable consultants and sub-consultants and their respective servants, agents, or employees against losses, claims, damages, actions, and causes of action that BC Housing may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Contract, that arise out of errors, omissions or negligent acts of the Supplier or their consultants, sub-consultants, servants, agents, or employees under this Contract. Such insurance shall be in an amount usual for a Contract of this nature but for no less than \$1 million per occurrence and \$2 million in the aggregate.

Structural, Mechanical, Electrical and Civil consultants engaged by the Supplier must purchase and maintain Professional Errors and Omissions Liability Insurance coverage in an amount appropriate for the size, complexity and value of the work they are subcontracted to perform but for no less than \$500,000.00. All other specialty consultants to carry a minimum of \$250,000.00 Professional Errors and Omissions Liability Insurance despite their subcontract value.