

**Request for Quotation
For Scope of Work for
UHNBC (University Hospital of Northern BC) X-Ray Room #3
(Current Radrex X-Ray)
1475 Edmonton Street, Prince George, BC
Project Number: N662650005**

Prepared by Biomedical Engineering UHNBC, Project Management, August 19, 2025

Northern Health is requesting quotes from General Contractors for the Scope of the Renovations, to the existing X-Ray Room #3 at UHNBC. This renovation is in preparation for the installation of a new “CareStream Compass X-Ray System.

It is the intent of Northern Health to engage with a successful Proponent for the services outlined in the “Request for Quotation”, which provides best value for Northern Health. In order for Northern Health to make a determination of value, submissions are encouraged to include relevant information which will be useful to Northern Health in its review of submissions. This may include information such as proposed materials, detailed descriptions of extent of proposed work, timing of the work, allowances included, responsibilities of Northern Health, costs of work for other expenses not included and which may need to be borne by Northern Health. The foregoing represents a partial list and the Proponent may wish to include additional information as they deem necessary.

With regard to material type and size, and extent of replacement, the Proponent, shall be responsible to ensure that, as a minimum, the finished product satisfies all code requirements. Proponents are free to propose materials which exceed minimum code requirements which in their opinion provide good value for money to the owner. Such instances should be described in their submissions such that this information can be taken into account during review of submissions by Northern Health.

Northern Health is seeking to have this project completed by November 08, 2025.

Infection Control

Proponents are required to comply with the CSA Z317.13.17 standard which may require specialized equipment and procedures. It is the successful Proponents responsibility to acquire the appropriate “Infection Control Permit” from the Northern Health Infection Control Practitioner who will instruct the successful Proponent as to the level of Infection Control Measures required for this project.

Site Visit

Proponents must attend the Mandatory site visit and meeting in order to be qualified to submit a Quote. Proponents who submit a quote without attending the site visit and meeting will not be considered. The site visit and meeting will be held on **September 02, 2025, at 10:15 am** at the X-Ray Room #3 at UHNBC (University Hospital of Northern BC).

Timing of Completion

The final construction completion of this project must be complete by November 08, 2025. If this timeline is not kept there will be a 5% penalty clause per week. Proponents shall include in their responses a proposed schedule clearly indicating project start time and project duration and completion times. Any changes of this schedule must be acceptable to the Biomedical Engineering Project Manager (William Gloslee). Changes must be written and signed.

Quote Submission

Quotation submission date shall be **September 11, 2025, at 14:00** at the latest.

Quotes will clearly indicate, a) Permits, Supply and Installation of all materials and equipment in the Project Scope, b) Proposed Schedule, c) Liability Insurance for each Employees on the Project, and d) All employees on this project and site shall have a criminal records check up to date and submitted to Plant Services prior to the starting of this project.

Bid Bond

A Ten Percent (10%) Bid Bond must accompany the tender.

Additional Information

- 1) The lowest Bid Quotation will not necessarily be the accepted bid.
- 2) This Scope may be Amended at the Mandatory Site Meeting or during the project with the signed agreement of the Biomedical Engineering Project Manager and the Project Awarded General Contractor.
- 3) The successful Proponent will hire all necessary subtrades, example: Electrical, Plumbing and Structural, to complete this project.
- 4) This project includes renovations to the following areas A) Main X-Ray Patient Area , B) Tech Booth, and C) The New Alcove beside the Tech Booth.
- 5) The existing X-Ray Room will be dismantled and recycled by UHNBC Biomedical Engineering.

6) All garbage and waste from this project will be disposed of at the cost to the successful Proponent.

7) The successful Proponent will be responsible for all “Infection Control Permits”, equipment (construction) used within the X-Ray Dept and coordinated with the X-Ray Manager. Coordination with the “Infection Control Practitioner” and Coordination with UHNBC Plant Services in order to complete this project.

8) The successful Proponent and all of their employees on this project “site” must have their “Criminal Records Check” up to date and sent to UHNBC Plant Services for Acceptance prior to coming on the Hospital Site for this project.

9) General enquiries must be submitted on bids&tenders.

The purpose of this scope of work is for “Bid Quotation of Renovations” required for the “University Hospital of Northern BC” X-Ray Room #3, to accommodate a new “CareStream Compass” X-Ray System.

This Renovation work will be the responsibility of the successful “Proponent” who will be responsible for all necessary “Sub-trades” work, costing and project coordination within this X-Ray Project Area. This renovation work will encompass the following areas:

1) The Main X-Ray Patient Area

2) The Tech Booth

3) The adjacent open space to the Tech Booth (to be defined at the Site Meeting)

Main X-Ray Patient Area

General Contractor

1) Remove old Cabinets from this area and return to Plant Services for Hospital usage.

2) Order and install 3 cupboards/1 counter and 2 cupboards below with doors on South Wall of X-Ray Room. (See attached drawings).

3) Install 1 New P-1000 Unistrut 22” off of East Wall size to match existing Unistrut, New Unistrut will be flush with the existing ceiling T-bar. (to be installed as per CareStreams drawings).

4) The T-bar ceiling will need to be modified in order to install this New Unistrut.

5) Modify existing West Wall by opening the solid wall up as a pass through. An opening of 5’6” wide by 100” high. (to be discussed at the Site Meeting).

6) Extend the existing wall between Tech Booth, to the East Wall. (to be discussed at Site Meeting).

- 7) Install a Lead Window 21.25"x34.25" in this Extended Wall between Tech Booth. To be installed 12" off wall and 36" off of existing floor. (to be discussed at Site Meeting).
- 8) New extended wall will require 4LB Lead installed before the drywall is applied up to 7 feet high.
- 9) Lead (4lb) will be required on the East Wall as well. The existing drywall will need to be removed, lead installed up to 7 feet high then new drywall applied. This wall section will require Coving at the floor level, 6" high and 6"out. (to be discussed at Site Meeting).
- 10)The New Extended Wall will need to have Coving applied to its base as well, 6" high and 6"out from the wall.
- 11) Accommodation, drilling of existing floor ,2-4" holes for new Generator will need to be completed. It is at the Contractors expense to verify a clear path for drilling these holes , to avoid coring through any existing electrical located in the existing Concrete Slab. (to be discussed , and location verified at Site Meeting).
- 12) Remove old Counter in Tech Booth and Replace with New Couter that is 78.5 inches long and 35 inches high and 18 inches deep. Colour to be the same as existing.
- 13) All lead to be purchased by Biomedical Engineering and supplied to successful Proponent.
- 14) The modified East Wall will require Lead Covering behind the Electrical Devices that are being relocated to the left of their current locations.
- 15) The Successful Proponent shall accommodate any necessary requests of a structural reinforcement, removal or modification made by any of the Successful Proponents Subtrades at their own cost.

Electrical requirements

- 1)New Auto Door Opener to be purchased and installed on Main Door accessing X-Ray from main Corridor for Emergency Room Area. With Door Opening Push Buttons (2) located inside the X-Ray room and outside in the Emergency Corridor. New Door Opener and Push Buttons to replicate existing units in the Hospital as per Plant Services at UHNBC.
- 2) Install 1 new 120volt/15amp/20amp Duplex Receptacle on the North/East Wall. (location to be discussed at Site Meeting).
- 3) Move Existing Shunt Trip Button inside X-Ray Room to Renovated Wall on East Side of X-Ray Room. (location to be discussed at Site Meeting).
- 4) Move Code Buttons in X-Ray Room to the left by 1foot.
- 5) Move the X-Ray Room Light Switch to the left by 8iches.

6) Install all New Power and Conduits as per CareStreams Drawings. Also leave pull strings in empty conduits to facilitate future cable pulling.

7) Install 1 Data port in Northeast Corner of X-Ray Room and terminate under Tech Booth.

8) Install 2 New Data ports under Tech Booth and terminate in PACS Closet. (locations to be discussed at Site Meeting)

Plumbing

1)Purchase and Install New Automatic Hand Washing Sink. As per attached drawings. (to be discussed at Site Meeting).

ICU SINK SYSTEM WITH SELECTRONIC® ICU FAUCET

- ☐ **9118 AC** ICU Sink System with AC powered Selectronic® Faucet (6056193.002)
- ☐ **9118 DC** ICU Sink System with DC (battery) powered Selectronic® Faucet (6055193.002)
- ☐ **9118 111** ICU Sink (fixture only)

SINK:

- Vitreous china
- Permanent EverClean® surface inhibits the growth of stain & odor causing bacteria, mold & mildew
- Deep basin & sloped ledges minimize splashing
- Sink drain is offset so that the water stream does not fall directly on the grid drain
- Sink is designed with sealed overflow to eliminate an area for water to pool
- Includes removable acrylic shroud (with mounting hardware) to allow access to the faucet electronics
- Includes offset grid drain & P-Trap with Saniguard®** coating

**Saniguard is a registered trademark of the Component Hardware Group, Inc.

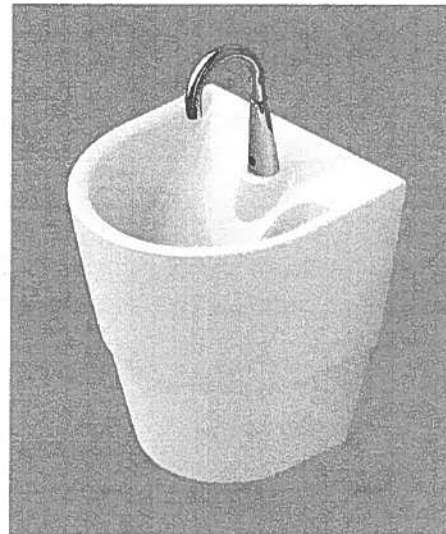
SELECTRONIC® FAUCET:

- Hygienic hands-free operation
- Rigid gooseneck spout with 5" (127mm) reach
- 1.25 gpm/5.7Lpf laminar flow restrictor in spout shank - No mix of air and water
- Plain spout end - Nothing on the end of the spout to collect lime & debris

Power Options:

- **Plug-In** - 9118AC System: Includes universal low voltage transformer (80-250 VAC, 50-60 Hz) with 6' (1829mm) long cord. One transformer can run up to 15 faucets and/or flush valves in series.
- **DC (Battery)** - 9118DC System: Includes CR-P2 Lithium battery. Battery Life - Approx. 200,000 cycles (4 years @ 4,000 cycles per month)
- Fully enclosed, water resistant & hermetically sealed electronic controls
- Vandal-resistant durable brass construction
- Integral in-line strainer prevents clogging
- Factory-installed 15" (381mm) long S.S. flex hose with 3/8" compression connection
- Lead Free: Faucet contains ≤ 0.25% total lead content by weighted average

- Optional thermostatic mixing valve (605XTMV1070) is available & must be ordered separately



SEE REVERSE FOR ROUGHING-IN DIMENSIONS

Nominal Fixture Dimensions:

509 x 432 x 663mm (20" x 17" x 26-1/8")

Fixture Compliance Certifications -

Meets or Exceeds the Following Specifications:

- ASME A112.19.2-2008 / CSA B45.1-08 for Vitreous China Fixtures

Valve Listings:

- ANSI A117.1
- ANSI A112.18.1
- CSA B 125
- NSF 61/Section 9, Annex G

DISCLAIMER: Faucets with a base diameter greater than 2-1/4" (57mm) will not fit on this ICU Sink. The Selectronic ICU Faucet was specifically designed to minimize splashing during operation. American Standard will not be liable for any splashing that occurs if faucets other than the American Standard ICU Faucets are used.

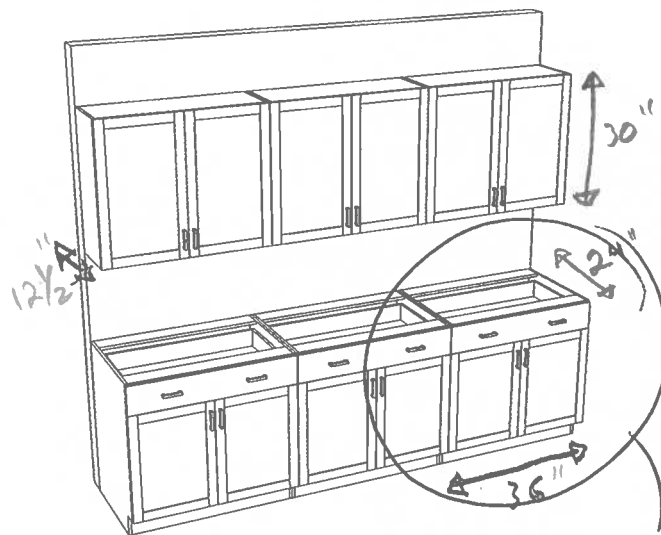


EVERCLEAN®
Surface



**ICU SINK SYSTEM
WITH SELECTRONIC® ICU FAUCET
WITH EVERCLEAN®**





ONLY
2 COUNTERS
REQUIRED.

* THIS SPACE
IS FOR THE
HAND WASHING
SINK

Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.



Designed: 8/20/2025
Printed: 8/20/2025

Design1

All

Drawing #: 1

NOT VALID FOR MERCHANDISE CARRYOUT



Home Depot Canada Inc.
Store 7171 PRINCE GEORGE - 7171
5959 Dakelh Ti
PRINCE GEORGE, British Columbia
V2N 6Z5
(250) 906 3610

To follow up on the status of this order
please send us an SMS at 84322
(standard rates may apply) or call us:
Appliances: 18007592054
Kitchens or Flooring projects:
18447705328 x2422

Page 1 of 3
Sales Person: AXH1217
20.08.2025 14:53:16

ORDER NO. 614481261
Price Valid Thru : 26.08.2025

CUSTOMER	Last Name:	First Name:	Phone
	GLOSLEE	WILLIAM	(250) 612 2590
	Address 820 ALWARD STREET		City PRINCE
	Province BC	Postal Code V2M 2E9	Job Desc. Xray

MERCHANDISE AND SERVICE SUMMARY

CUSTOMER PICK UP

MERCHANDISE TO BE PICKED UP:

Ref#	Article	Description	Qty	UoM
10	1001421088	HB Edson W3630 WH Assembled	3.00	EA
20	1001421087	HB Edson B36 WH Assembled	3.00	EA
30	1001818882	10 ft. Sea Salt Countertop 2700 Edge	1.00	EA
40	1001820866	End Cap Kit in Sea Salt 2700 Edge	1.00	EA

CUSTOMER PICK UP DATE: 20.08.2025

TOTAL CHARGES OF ALL MERCHANDISE & S

END OF ORDER NO. 614481261

Pick up merchandise at service
desk



ORDER NO. 614481261

REV	DESCRIPTION	DATE/DFTR
PA1	ROOM LAYOUT PER PM REQUEST EVOLUTION SYSTEM WS3 TBL2 LAYOUT, EXISTING UNISTRUT USED.	06.24.2025 OBSTARCZYK
F1	FINAL DRAWING PACKAGE OF PA1 PER PM REQUEST, CHANGES MADE PER PM REDLINE, 1 NEW UNISTRUT ADDED.	08.08.2025 OBSTARCZYK



THESE DRAWINGS ARE CONCEPTUAL UNTIL CARESTREAM RECEIVES A PURCHASE ORDER. DRAWINGS ARE SUBJECT TO CHANGE UNTIL A POST PURCHASE ORDER ON-SITE KICK OFF MEETING IS HELD BETWEEN A CARESTREAM PROJECT MANAGER AND CUSTOMER CONSTRUCTION TEAM. CARESTREAM PROVIDES THESE DRAWINGS AS A CUSTOMER COURTESY AND ARE NOT TO BE USED AS OFFICIAL ARCHITECTURAL OR CONSTRUCTION DOCUMENTS. CARESTREAM ACCEPTS NO LIABILITY OR IMPLIES ANY WARRANTY FOR THE ACCURACY OF THE SITE WHERE THE EQUIPMENT WILL BE STORED OR USED.

CUSTOMER SIGNATURE:	DRAWN BY:	OBSTARCZYK
	DATE:	06. 24. 2025
DATE:	PROJECT MGR:	CHOPRA
	CHECKED BY:	CHOPRA
	DATE:	08. 08. 2025

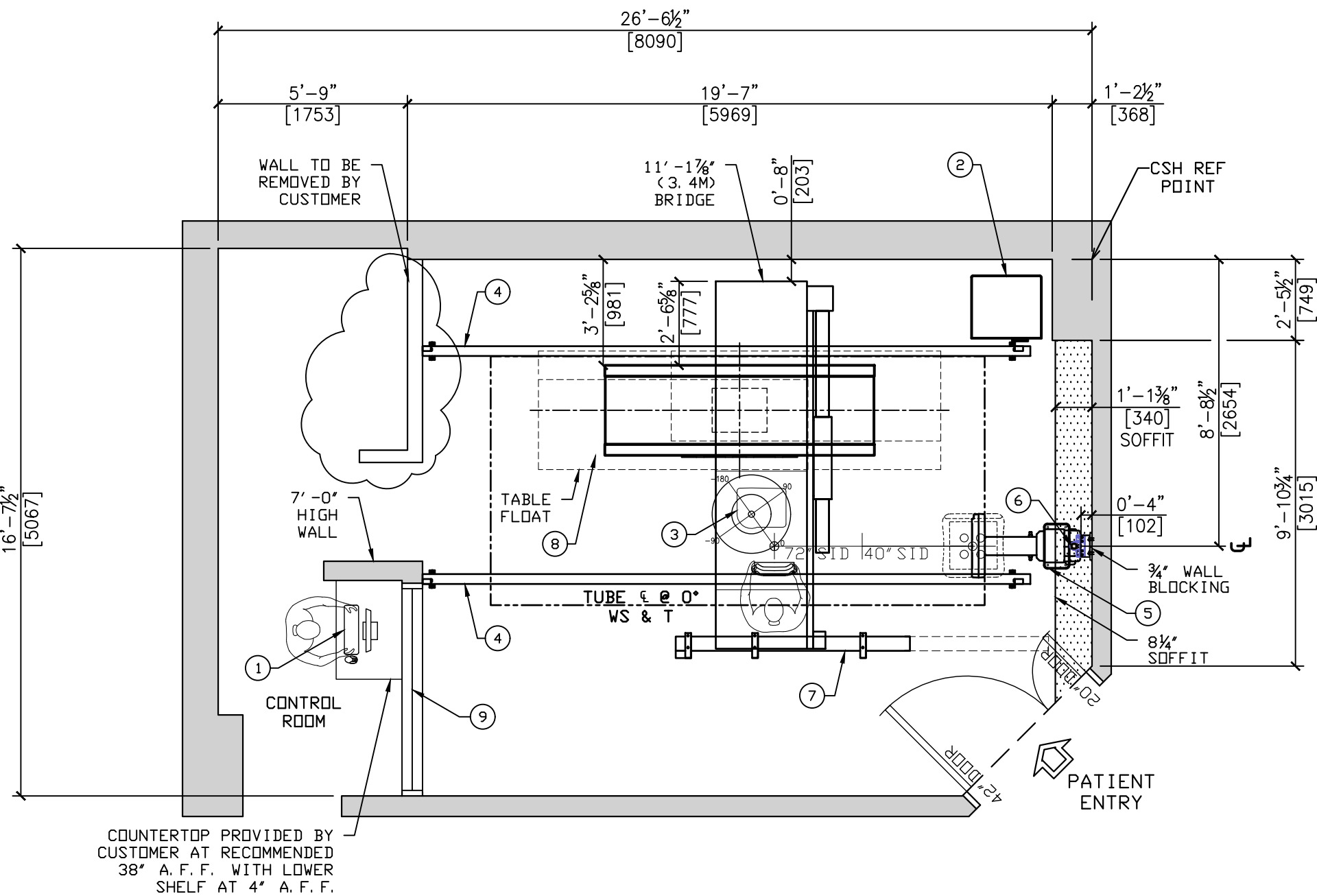
PROJECT:	SHT.	C 1
	REV.	F 1
UNIVERSITY HEALTH OF NBC XRAY ROOM RAD3 1475 EDMONTON ST, PRINCE GEORGE, BC V2M 1S2		

SIZE:	TITLE:
B	DRX-EVOLUTION
SCALE: SEE DRAWING SCALE	
SHEET: 1 OF 8	

DOCUMENT SET INDEX:

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EQUIPMENT PLAN.....	A1
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STRUCTURAL CEILING.....	S2
STRUCTURAL FLOOR.....	S3





EQUIPMENT PLAN

NOTES:
CROSS TABLE FROM
BEHIND IS NOT OBTAINABLE

72\"/>

EQUIPMENT LEGEND					
NO	ITEM	SUPPLIED/INSTALLED BY CARESTREAM HEALTH	WEIGHT LB	WIDTH IN	DPTH IN
①	CTRL	COMPUTER-X-RAY ENHANCED	24. 9	15. 2	17. 5
②	G/P	GENERATOR AND PDU	540	25. 4	22. 7
③	OTC	ASSY-OVERHEAD TUBE CRANE (INCLUDES 3. 4M BRIDGE, TUBE, AND COLLIMATOR)	714. 0	--	--
④	RAIL	RAIL-CEILING, LONGITUDINAL (AT 6M MAX RAIL LENGTH)	146. 0	--	--
⑤	WS	WALL STAND-PREMIUM	443. 0	23. 2	--
⑥	BRKT	BRACKET-WALL, WALL STAND	--	--	--
⑦	IGUS	CHAIN-CABLE MGMT, IGUS	--	--	--
⑧	TBL	TABLE-FIXED, ELEVATING(CAST)	696. 7	33. 0	98. 7

NO	ITEM	SUPPLIED & INSTALLED BY CUSTOMER OR CONTRACTOR
⑨	LEAD	WINDOW - GLASS, LEAD LINED

ENVIRONMENTAL REQUIREMENTS FOR DRX-E

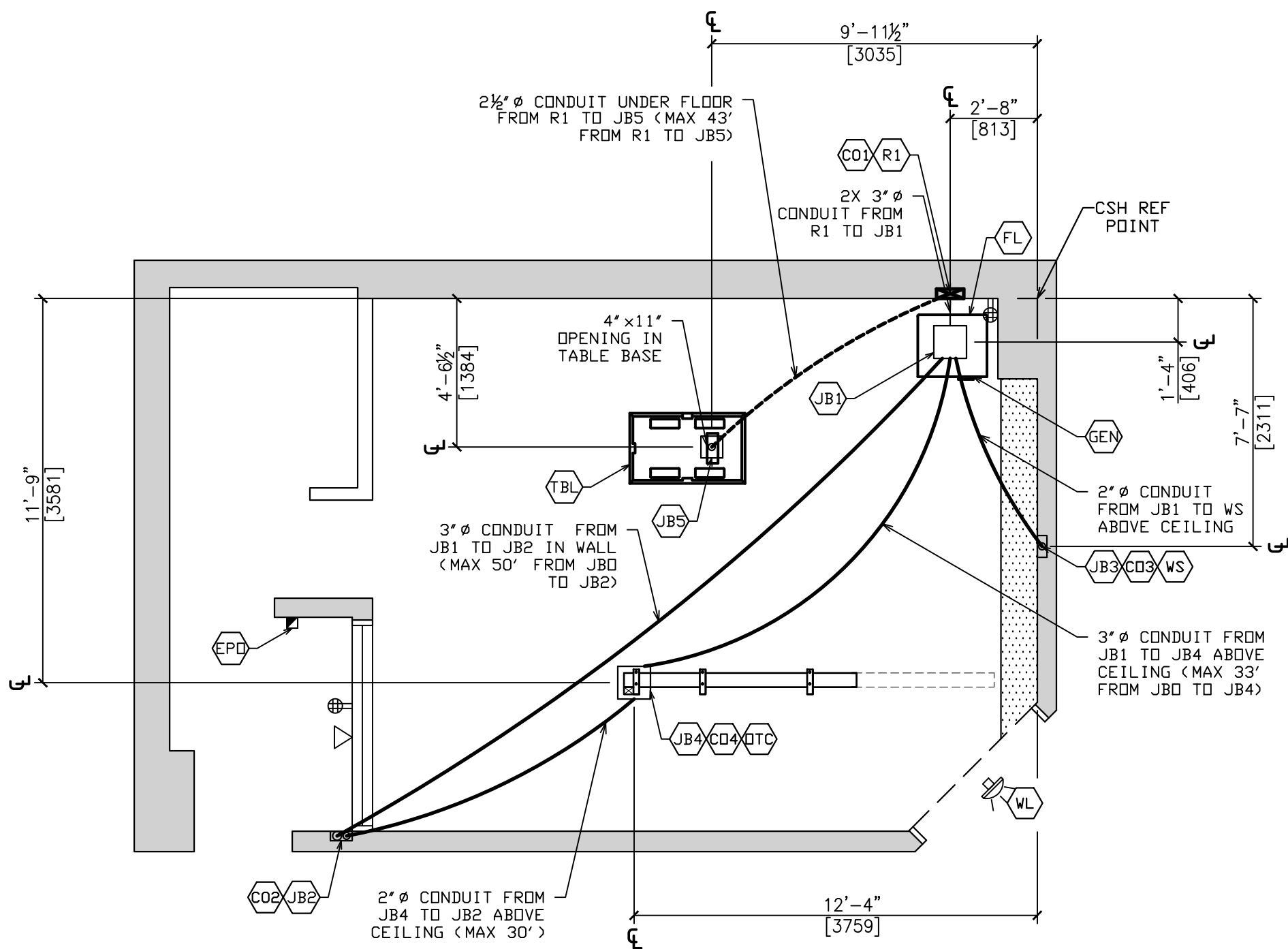
ENERGY CONSUMPTION - STANDBY BTU PER HR:
WALL STAND ONLY, 1670.13
DUAL BUCKY SYSTEM, 1931.98

OPERATING ENVIRONMENT:
TEMPERATURE: 64-86°F (18-30°C)
RELATIVE HUMIDITY: 30-65% (NON-CONDENSING)

CEILING HEIGHT RANGE: 8'-10.3" TO 9'-3.5" (2.70m-2.83m)
THIS CEILING HEIGHT RANGE PROVIDES FULL FUNCTIONALITY
OF THE CARESTREAM SYSTEM. ANY DEVIATION MUST BE
DISCUSSED WITH THE CARESTREAM PROJECT MANAGER.

EXISTING CEILING HEIGHT: 9'-4" (X.Xm)

CUSTOMER SIGNATURE:		DRAWN BY:	OBSTARCYK
		DATE:	06. 24. 2025
DATE:		PROJECT MGR:	CHOPRA
		CHECKED BY:	CHOPRA
		DATE:	08. 08. 2025
PROJECT: UNIVERSITY HEALTH OF NBC XRAY ROOM RAD3 1475 EDMONTON ST, PRINCE GEORGE, BC V2M 1S2			SHT. A1
			REV. F1
SIZE: B	TITLE: DRX-EVOLUTION		
SCALE: SEE DRAWING SCALE			SHEET: 2 OF 8



ELECTRICAL PLAN
ELECTRICAL INSTALLED BY CUSTOMER

NOTES:

ALL OUTLETS, WHETHER DUPLEX OR QUAD, SHOWN ON CARESTREAM SITE SPECIFIC DRAWINGS, ARE EXCLUSIVELY FOR CARESTREAM EQUIPMENT. ANY CUSTOMER REQUIRED OUTLETS MUST BE APPROVED SEPARATELY.

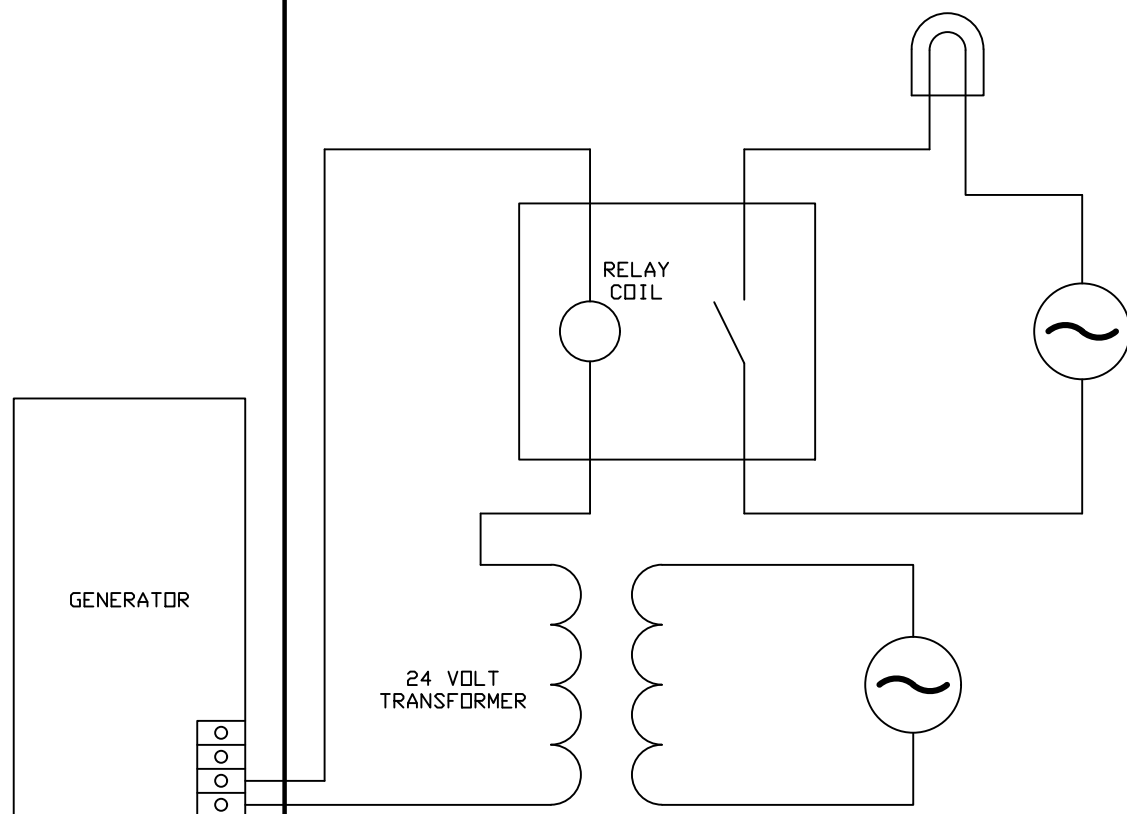
ELECTRICAL LEGEND

SYM.	SUPPLIED/INSTALLED BY CUSTOMER/CONTRACTOR UNLESS NOTED
R1	RISER- 10'x3½' FLUSH MOUNTED WITH REMOVABLE COVERS FROM CD TO FINISHED FLOOR, PROVIDE DIVIDERS PER LOCAL CODE
CO1	CUT OUT- 3"Ø KNOCK OUT OR 3" GROMMETED SPACE IN COVER PLATES OF R1, 36" A. F. F.
JB1	JUNCTION BOX- 12"x12" ABOVE CEILING, COVER FACING DOWN
JB2	JUNCTION BOX- 8"x8" FLUSH MOUNTED IN CONTROL ROOM WALL, COVER FACING OUT, BOTTOM AT 14" A. F. F.
CO2	CUT OUT- 3"Ø WITH GROMMET ON FACE PLATE OF JB2
JB3	JUNCTION BOX- 8"x8" IN WALL 36" A. F. F.
CO3	CUT OUT- 2"Ø WITH GROMMET ON BOTTOM OF JB3
WS	CABLE ENTRANCE FOR CARESTREAM HEALTH WALL STAND
JB4	JUNCTION BOX- 12"x12" ABOVE CEILING, COVER FACING DOWN
CO4	CUT OUT- 3"Ø ON BOTTOM OF JB4
OTC	CARESTREAM OTC CABLE EXIT
JB5	JUNCTION BOX- 8"x8" FLUSH MOUNTED IN FLOOR, COVER FACING UP
TBL	CARESTREAM HEALTH TABLE.
GEN	GENERATOR- SEE POWER SPECIFICATIONS ON SHEET E2
FL	CUSTOMER PROVIDED, 1½"Ø SEAL-TIGHT, INCLUDE FITTINGS TO 480 VAC MAIN SUPPLY CABLES TO CARESTREAM GENERATOR. WIP LENGTH TO BE 6FT. OR PER LOCAL CODE. INSTALLED BY CUSTOMER ELECTRICIAN WHEN CONNECTING 480 VAC MAIN POWER TO CARESTREAM GENERATOR.
WL	"X-RAY IN USE" LIGHT PER CODE. CUSTOMER TO PROVIDE FIXTURE AND POWER, EITHER 120V OR 24V(PREFERRED) AND 2 CONTACTS TO CSH GENERATOR.
EPD	OPTIONAL EPD SWITCH TO CUSTOMER SUPPLIED MAIN DISCONNECT. EXACT LOCATION PER LOCAL CODES OR BY CUSTOMER.
⊕	120 VAC QUAD OUTLET, 14" A. F. F.
△	NETWORK DROP, 14" A. F. F.

NOTE: ALL ELECTRICAL DUCTS AND CONNECTIONS MUST CONFORM TO THE N.E.C. CODES, IN ADDITION TO STATE AND LOCAL REGULATIONS FOR THE COUNTRY OR LOCALITY IN WHICH THE EQUIPMENT IS INSTALLED. SITE IS RESPONSIBLE TO DETERMINE ELECTRICAL DESIGN INCLUDING NUMBER OF DIVIDERS IN CABLE TROUGH PER CODE

CUSTOMER SIGNATURE:	DRAWN BY:	OBSTARCYK
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PROJECT:	DATE:	08.08.2025
	SHT.	E 1
UNIVERSITY HEALTH OF NBC XRAY ROOM RAD3 1475 EDMONTON ST, PRINCE GEORGE, BC V2M 1S2	REV.	F 1
	SIZE:	B
TITLE:	DRX-EVOLUTION	
	SCALE:	SEE DRAWING SCALE
SHEET: 3 OF 8		

WARNING LIGHT "X-RAY IN USE" WIRING DIAGRAM
SUPPLIED AND INSTALLED BY CUSTOMER - CONNECTED BY CSH TO GENERATOR:



GENERATOR - CARESTREAM X-RAY ELECTRICAL REQUIREMENTS

Maximum Output Power	Nominal Line Voltage (V)ac	Main Disconnect (A)	Recommended Distribution on Transformer Rating (kVA)	Max. Input Line Resistance (@ full-load RMS)	Instantaneous Current (A)	BTU/Hr
3-Phase, 380 - 480 V (ac)						
65 KW	380	80	85	0.14	140	1000
	400	80	85	0.15	135	
	480	80	85	0.21	115	

MAIN POWER INTERCONNECTIONS AND WIRE SIZE

NOTE: ALL CABLES TERMINATE AT MAIN CONNECTION POINT FOR EACH MAJOR ASSEMBLY UNLESS SHOWN OTHERWISE.

RUN (#)	CABLE RUN (POINT TO POINT)	MAX. CONDUIT LENGTH (FT.)	MAX. CONNCT'R SIZE (INCH)	MIN. CONDUIT SIZE (INCH)
(H)	HOSPITAL'S NETWORK TO CONTROL DESK	PER CODE	PER CODE	PER CODE
(H)	HOSPITAL'S MAIN TO PDU	PER CODE	PER CODE	PER CODE
(1)	PDU TO CONTROL	50' -0"	2 1/8"	3"
(2)	PDU TO DTC	33' -0"	2"	3"
(2")	E-DTC TO JB (CSH)	30' -0"	1 1/8"	3"
(3)	CONTROL TO DTC	45' -0"	RJ45	3"
(4)	PDU TO WALL STAND	57' -0"	RJ45	N/A
(4")	E-WS TO JB(CSH)	28' -0"	RJ45	N/A
(5)	PDU TO TABLE	50' -0"	RJ45	2.5"
(5")	E-TABLE TO JB(CSH)	43' -0"	RJ45	2.5"

H=HOSPITAL
E=EMERGENCY STOP COMMUNICATION CABLE
OCTOBER, 07, 2009

ELECTRICAL POWER REQUIREMENTS FOR DRX-E

ALL ELECTRICAL CONNECTIONS SHOULD CONFORM TO N. E. C. AND TO STATE AND LOCAL CODES.

MAIN POWER REQUIREMENT VOLTAGE: 400/480V AC, 60 HZ, 3 PHASE WYE.

MAX. LINE VOLTAGE VARIATION: $\pm 10\%$
MAX. PHASE IMBALANCE: $\pm 2\%$
MAX. LINE IMPEDANCE: 0.1 Ohms @ 400V, 0.15 OHMS @480V

RECOMMENDED DISTRIBUTION POWER: INCOMING APPARENT POWER: 105kva

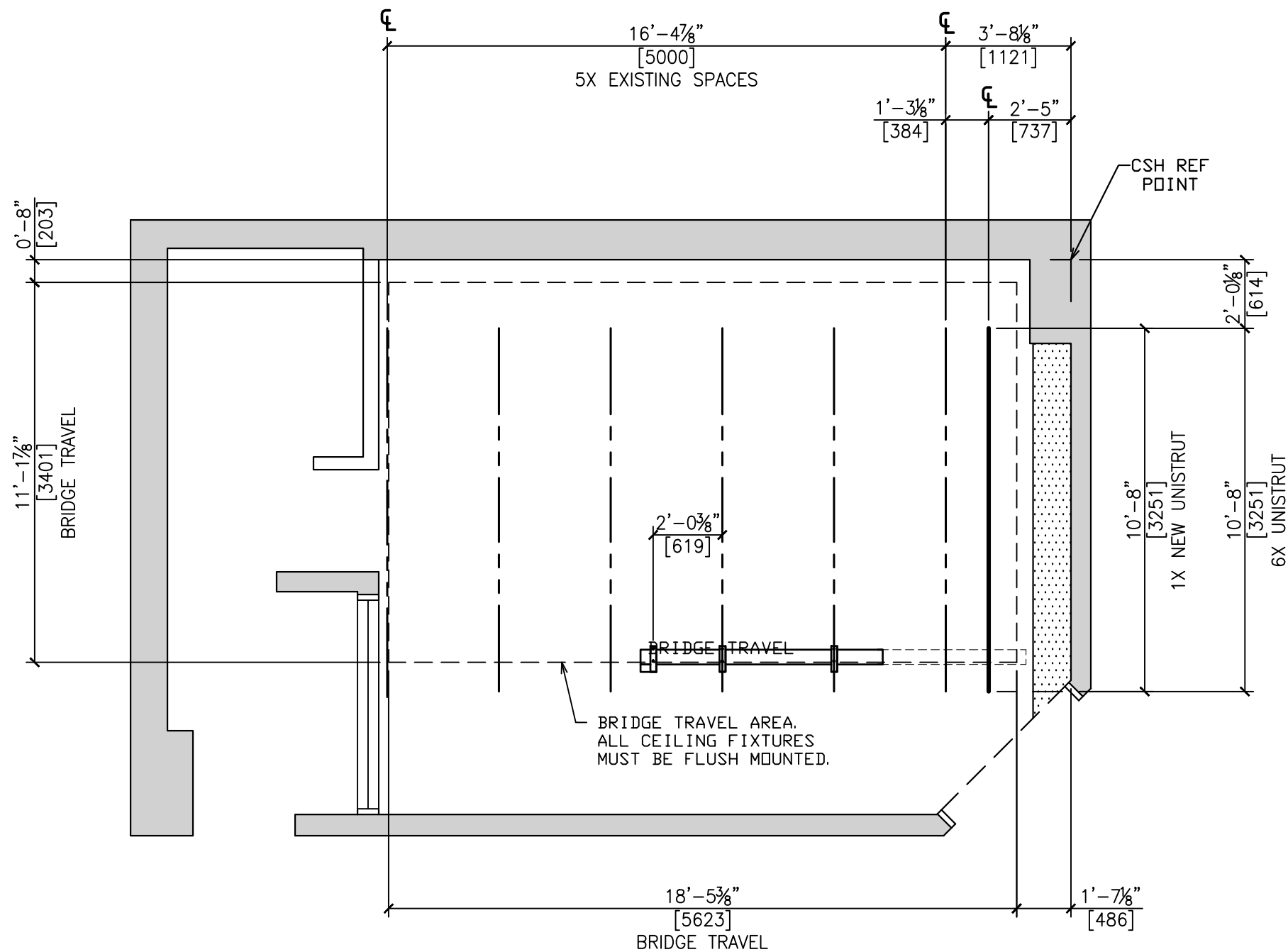
LOCKABLE CIRCUIT DISCONNECT OR TIME DELAYED FUSES:
MAX. WIRE SIZE 2/0 AWG PER CODE FROM MAIN DISCONNECT TO PDU.

CUSTOMER SIGNATURE:	DRAWN BY:	OBSTARCYK
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PROJECT:		UNIVERSITY HEALTH OF NBC XRAY ROOM RAD3 1475 EDMONTON ST, PRINCE GEORGE, BC V2M 1S2
SIZE:		B
TITLE:		DRX-EVOLUTION
SCALE:		SEE DRAWING SCALE
SHEET:		4 OF 8

CABLING MATRIX									
OTC CABLES									
Manuf.	Manuf. Part No.	CSH Part No.	Cable Name	Cable Rating	Applied Voltage	From	To	Usable Length	Function
L-Com	TC2599	2G3721	SCB to PDU Ethernet	300	12 VDC	SCB P11	PDU	12.055 m (38.58 ft)	Communication
Various	N/A	2G4120	GND - Electronics Assy to PDU	600	N/A	Electronics Assy G4	PDU Ground	15.855 m (50.74 ft)	Ground
Various	N/A	2G4121	GND - Tube to PDU	600	N/A	Tube	PDU Tank Ground	12.605 m (40.34 ft)	Ground
Electri-Cord	Q57712 JCR2	2G4200	Power 240 VAC	600	240 V	PDU	Electronics AY PS	15.833 m (50.74 ft)	OTC Power
Claymount	13650	2G4201	Tube High Voltage	75k VDC	75k VDC	PDU	Tube	12.730 m (40.74 ft)	Anode Cathode X-ray Tube
Alpha	65C07C4	2G4202	Tube Stator	600	290	PDU	Tube	12.505 m (40.02 ft)	Stator X-ray Tube
Alpha	5006C	2G4275	Console Estop/Auto Position to TMC	300	24 VDC	Console J1	TMC Board P23/J26000	15.805 m (50.58 ft)	Emergency Stop
Belden	8442	2G3790	OTC Echain Out	300	24 VDC	Junction Box	WS/Table Echain in	9.705 m (31.06 ft)	Emergency Stop
L-Com	7C2592	2G3799	OTC Can Out	300	12 VDC	Junction Box	WS/Table Can in	10.055 m (32.18 ft)	Communication
CONSOLE PC									
Manuf.	Manuf. Part No.	CSH Part No.	Cable Name	Cable Rating	Applied Voltage	From	To	Usable Length	Function
Various	N/A	8H1109	Table GRND	600	N/A	PDU	Console	---	Ground
Various	N/A	6H1305	Console Ground	600	N/A	PDU	Console	20 m (65.6 ft)	Ground
Various	N/A	8H1107	Control	300	12 VDC	PDU	Console	20 m (65.6 ft)	Communication
Electri-Cord	Q57712 JCR	8H1110	PC Power	600	240 VAC	PDU	PC	20 m (65.6 ft)	PC Power
Electri-Cord	Q57712 JCR	8H1111	Monitor Power	600	240 VAC	PDU	Monitor	20 m (65.6 ft)	Monitor Power
Various	N/A	8H1108	Communication	300	12 VDC	PDU	PC	20 m (65.6 ft)	Communication
L-Com	TC259	8H2554	Communication	300	12 VDC	PDU	PC	20 m (65.6 ft)	Communication
WALL STAND									
Manuf.	Manuf. Part No.	CSH Part No.	Cable Name	Cable Rating	Applied Voltage	From	To	Usable Length	Function
Various	N/A	2G4177	WS GND - PDU to PS/TMC	600	N/A	PDU	TMC Board G3	19.65 m (62.99 ft)	Ground
Alpha	6347	2G4178	WS AEC - PDU to WS Bucky	300	12 VDC	PDU	AEC	22.015 m (70.45 ft)	AEC
Electri-Cord	Q57712 JCR	2G4179	WS AEC - PDU to WS Power Supply	600	240 VAC	PDU	WS - Power Supply	19.5 m (62.4 ft)	Wall Stand Power
L-Com	TC2599	2G4190	WS Ethernet - PDU to Detector	300	12 VDC	PDU	Detector	22.015 m (70.45 ft)	Communication
L-Com	TC2592	2G4156	WS CAN in	300	12 VDC	Junction Box	WS TMC P18	9.3 m (29.76 ft)	Communication
L-Com	TC2592	2G4157	WS CAN out	300	12 VDC	Junction Box	WS TMC P17	9.3 m (29.76 ft)	Communication
Belden	8442	2G4158	WS Echain in	300	24 VDC	Junction Box	WS TMC J25	9.35 m (29.97 ft)	Emergency Stop
Belden	8442	2G4159	WS Echain Out	300	24 VDC	Junction Box	WS TMC J24	9.35 m (29.97 ft)	Emergency Stop
TABLE									
Manuf.	Manuf. Part No.	CSH Part No.	Cable Name	Cable Rating	Applied Voltage	From	To	Usable Length	Function
Various	N/A	2G4447	Table GND - PDU to Table PS/DNC	600	N/A	PDU	DMC Board	18 m (57.6 ft)	Ground
Alpha	6347	2G4178	Table AEC - PDU to Table Bucky	300	12 VDC	PDU	AEC	24 m (56.8 ft)	AEC
Electri-Cord	Q57712 JCR	2G4449	Table Power - PDU to Table Power Supply	600	240 VAC	PDU	Power Supply	18 m (57.6 ft)	Table Power
L-Com	TC2599	2G4450	Table Ethernet - PDU to Detector	300	12 VDC	PDU	Detector	18 m (57.6 ft)	Communication
Belden	8442	2G3791	Table Echain in	300	24 VDC	Junction Box	DMC Board P17	14 m (44.8 ft)	Emergency Stop
L-Com	TC2592	2G3800	Table Can in	300	12 VDC	Junction Box	DMC Board J14	14 m (44.8 ft)	Communication
							CUSTOMER SIGNATURE:		DRAWN BY: DBSTARCYK
									DATE: 06.24.2025
									PROJECT MGR: CHOPRA
							DATE:		CHECKED BY: CHOPRA
									DATE: 08.08.2025
PROJECT:							UNIVERSITY HEALTH OF NBC XRAY ROOM RAD3 1475 EDMONTON ST, PRINCE GEORGE, BC V2M 1S2		SHT. E3 REV. F1
SIZE: B	TITLE: DRX-EVOLUTION								
SCALE: SEE DRAWING SCALE								SHEET: 5 OF 8	

Carestream





UNISTRUT PLAN
UNISTRUT INSTALLED BY CUSTOMER

STRUCTURAL LEGEND

ITEM	COMPONENT DESCRIPTION: SUPPLIED AND INSTALLED BY CUSTOMER/CONTRACTOR
----	EXISTING UNISTRUT: FLUSH MOUNTED WITH FINISHED CEILING. UNISTRUT P1000 SERIES OR EQUIVALENT REQUIRED.
—	NEW UNISTRUT: FLUSH MOUNTED WITH FINISHED CEILING. UNISTRUT P1000 SERIES OR EQUIVALENT REQUIRED.

GENERAL NOTES

1. CEILING TILES MUST NOT BE LOWER THAN UNISTRUT AT FINISHED CEILING.
2. WIRELESS ANTENNAS SHOULD NOT BE MOUNTED TO THE CEILING INSIDE/WITHIN THE CSH "BRIDGE TRAVEL" AREA.

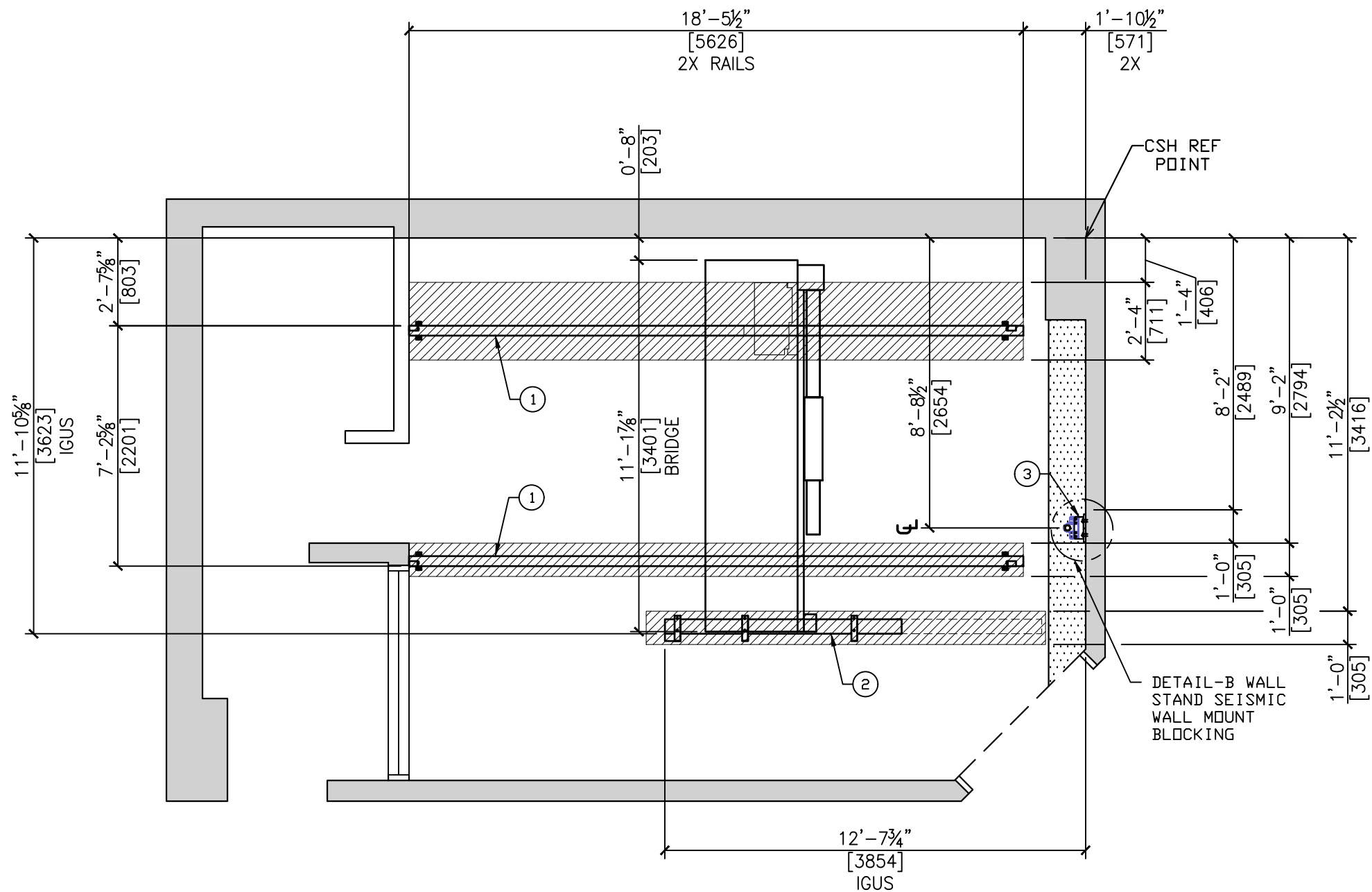
STRUCTURAL NOTES

1. THE FACILITY STRUCTURE SUPPORTING ALL EQUIPMENT LOADS MUST BE VERIFIED BY CUSTOMER'S STRUCTURAL ENGINEER OF RECORD. THIS INCLUDES LOADS FOR WALL, CEILING AND FLOOR.
2. SUPPORT STRUCTURE MUST BE LEVELED AT FINISHED CEILING HEIGHT WITHIN 0.039 INCH (1.000 MM).
3. THE EQUIPMENT WILL ATTACH TO SUPPORT STRUCTURE RAILS THAT ARE PARALLEL WITH EACH OTHER TO WITHIN 0.0313 INCH (0.795 MM).
4. SEE SPECIFICATION 8G8804 FOR STRUCTURAL INFORMATION.

CUSTOMER SIGNATURE:	DRAWN BY:	OBSTARCYK
	DATE:	06.24.2025
DATE:	PROJECT MGR:	CHOPRA
	CHECKED BY:	CHOPRA
	DATE:	08.08.2025

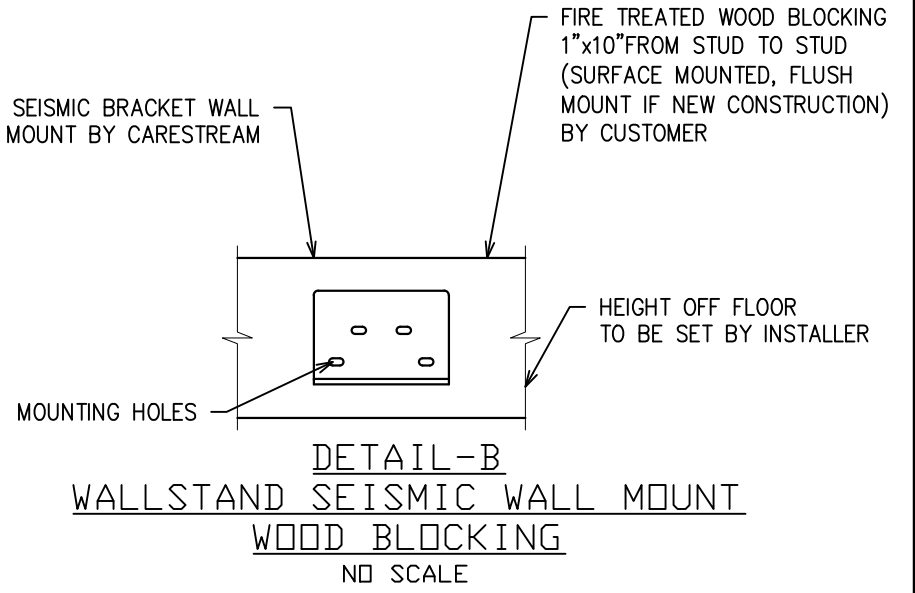
PROJECT:	UNIVERSITY HEALTH OF NBC XRAY ROOM RAD3 1475 EDMONTON ST, PRINCE GEORGE, BC V2M 1S2	SHT.
		S1
SIZE:	TITLE:	REV.
		F1

B	DRX-EVOLUTION
SCALE: SEE DRAWING SCALE	
SHEET: 6 OF 8	

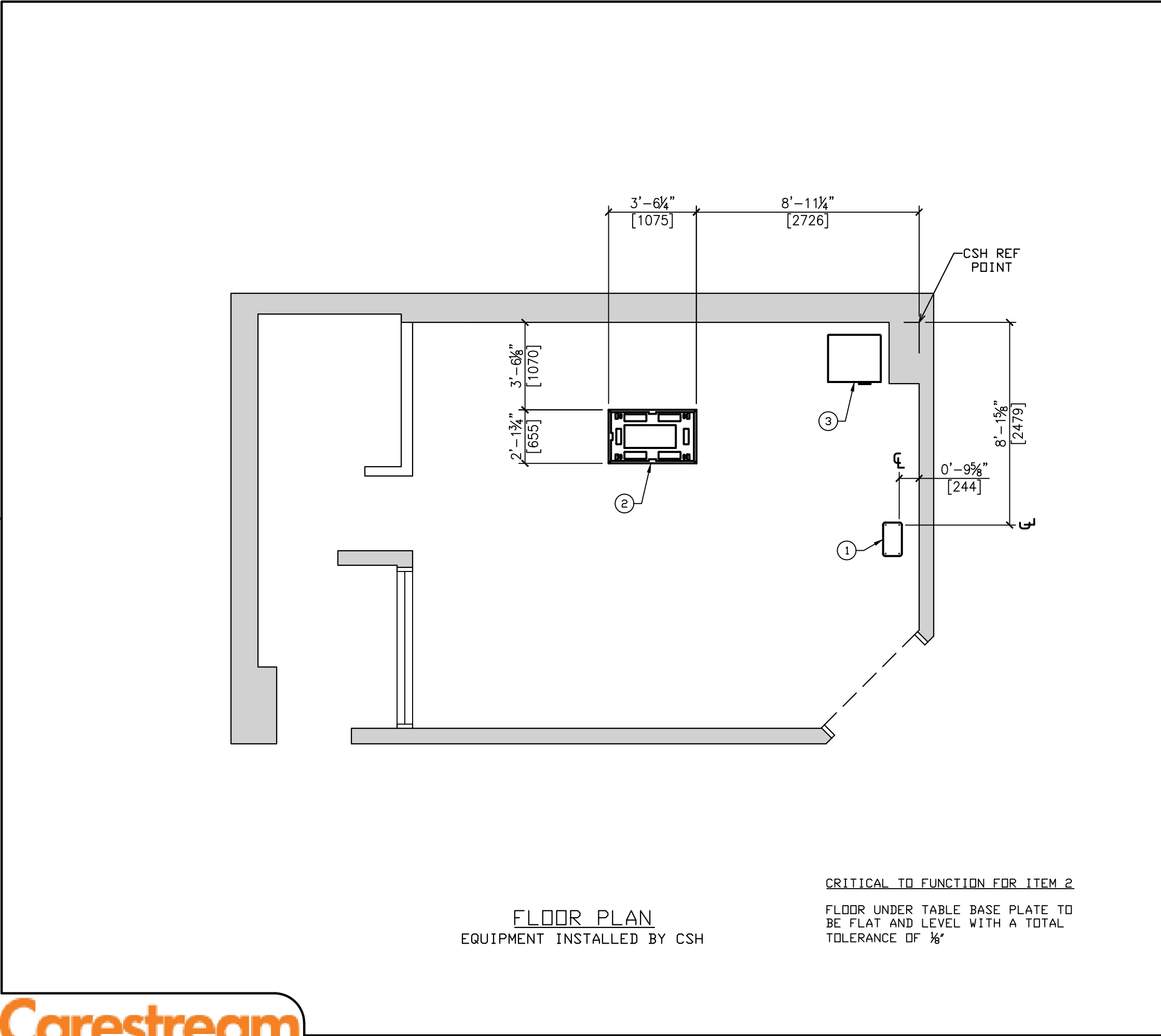


CEILING PLAN
EQUIPMENT INSTALLED BY CSH

STRUCTURAL LEGEND	
ITEM	COMPONENT DESCRIPTION: SUPPLIED AND INSTALLED BY CARESTREAM HEALTH INC.
①	DTC CEILING RAIL
②	IGUS CHAIN
③	WALL STAND WALL BRACKET
<div> <div></div> <div>RESTRICTED CEILING AREA FOR CARESTREAM EQUIPMENT. NO CEILING MOUNTED FIXTURES, INCLUDING HVAC, LIGHTING AND SPRINKLERS.</div> </div>	
GENERAL NOTES	
1. REFLECTED CEILING PLAN REFERENCES LOCATION OF THE CARESTREAM CEILING MOUNTED EQUIPMENT NOT TO INTERFERE WITH LIGHTS, DIFFUSERS AND SPRINKLER HEADS.	



CUSTOMER SIGNATURE:		DRAWN BY:	OBSTARCYK
		DATE:	06. 24. 2025
		PROJECT MGR:	CHOPRA
DATE:		CHECKED BY:	CHOPRA
		DATE:	08. 08. 2025
PROJECT:			SHT.
UNIVERSITY HEALTH OF NBC			S2
XRAY ROOM RAD3			REV.
1475 EDMONTON ST,			F1
PRINCE GEORGE, BC V2M 1S2			
SIZE:	TITLE:		
B	DRX-EVOLUTION		
SCALE: SEE DRAWING SCALE			SHEET: 7 OF 8



STRUCTURAL LEGEND	
ITEM	COMPONENT DESCRIPTION: SUPPLIED AND INSTALLED BY CARESTREAM HEALTH INC.
①	WALL STAND BASE PLATE
②	TABLE BASE PLATE
③	GENERATOR

STRUCTURAL NOTES	
FLOOR MUST BE FLAT AND LEVEL WITHIN 0.125 INCH (3.175MM) IN BOTH DIRECTIONS OVER THE ENTIRE EQUIPMENT AREA.	
FOR SYSTEMS WITH THE OPTIONAL WALL STAND RAIL, THE FLOOR MUST BE LEVEL AND PARALLEL TO THE CEILING SUPPORT STRUCTURE TO WITHIN 0.2 INCH (5.0MM) OVER THE LENGTH OF THE RAIL.	
FLOORING MUST BE CAPABLE OF SUPPORTING THE OPERATING WEIGHT OF THE EQUIPMENT.	

CUSTOMER SIGNATURE:		DRAWN BY:	OBSTARCYK
		DATE:	06.24.2025
		PROJECT MGR:	CHOPRA
DATE:		CHECKED BY:	CHOPRA
		DATE:	08.08.2025
PROJECT:			SHT.
UNIVERSITY HEALTH OF NBC			S3
XRAY ROOM RAD3			REV.
1475 EDMONTON ST,			F1
PRINCE GEORGE, BC V2M 1S2			
SIZE:	TITLE:		
B	DRX-EVOLUTION		
SCALE: SEE DRAWING SCALE			SHEET: 8 OF 8

CONTRACT

THIS CONTRACT is between **NORTHERN HEALTH AUTHORITY ("NH")** at the following address:

Attention:

and ("**Contractor**") at the following address:

Attention:

WHEREAS the parties wish to enter into this Contract in order to set out the terms and conditions on which Contractor will provide the Services (as defined herein), and hereby agree as follows:

1. DEFINITIONS

In this Contract, except as expressly provided or the context otherwise requires:

"Business Day" means any day other than a Saturday, Sunday or a statutory holiday in the Province of British Columbia;

"Confidential Information" means any and all information supplied to, obtained by or which comes to the knowledge of a party as a result of this Contract with respect to Contractor or NH including all data, trade secrets, know-how, processes, formulas, standards, product specifications, marketing plans and techniques, cost figures, access or security codes, systems software applications, software/system source and object codes, documentation, program files, flow charts, drawings and operational procedures except that Confidential Information does not include: (a) the terms of this Contract; (b) Personal Information, which the parties agree is governed by the Privacy Schedule; (c) information which the receiving party can prove is information which is: (i) in the public domain at the date of disclosure; or (ii) received without obligation of confidence from a third party who is in lawful possession of such information free of any obligation of confidence and is not otherwise prohibited from transmitting such information to the recipient by contractual, legal or fiduciary obligation;

"Contract" means this agreement as amended from time to time, including any Appendices attached hereto;

“Facilities” means the facilities as set out in Appendix 1 at which Contractor will perform the Services, and
“Facility” means any one of them;

“Fees” means the fees for the Services, as set out in Appendix 2;

“FIPPA” means the Freedom of Information and Protection of Privacy Act of British Columbia, as amended or re-enacted from time to time;

“Governmental Authority” means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government, or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other sub-division, department, or branch of any of the foregoing, having jurisdiction in any way over any aspect of the performance of Contractor or the operation of the Facilities;

“Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Contract, and that is incorporated or embedded in the Produced Material by Contractor;

“Intellectual Property” means any or all of the following and all rights, arising out of or associated therewith throughout the world: (i) patents, utility models, mask works, and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, technical data and customer lists, product formulations and specifications, and all documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (iv) industrial designs and any registrations and applications therefor; (v) rights in any internet uniform resource locators (URLs), domain names, trade names, logos, slogans, designs, common law trade-marks and service marks, trade-mark and service mark registrations and applications therefor; (vi) data bases and data collections and all rights therein; (vii) moral and economic rights of authors and inventors, however denominated and (viii) any similar or equivalent rights to any of the foregoing;

“Law” means any and all statutes, laws, regulations, bylaws, rules, codes, ordinances, judgments, decrees, writs, administrative interpretations, guidelines, policies, injunctions, orders, or the like, including the common law and the law of equity, as amended from time to time;

“Material” means the Produced Material and the Received Material;

“Maximum Amount” means the total amount payable by NH to Contractor under this Contract on account of fees and expenses;

“Person” includes an individual, partnership, corporation or legal entity of any nature;

“Personal Information” means ‘personal information’ as defined in FIPPA and in relation to this Contract, refers to personal information collected, compiled, used or disclosed in relation to this Contract;

“Privacy Schedule” means the privacy schedule attached hereto as Appendix 7;

“Produced Material” means records, software and other material, whether complete or not, that, as a result of this Contract, are produced by Contractor and includes the Incorporated Material;

“Received Material” means records, software and other material, whether complete or not, that, as a result of this Contract, are received by Contractor from NH or any other Person;

“Sales Taxes” means any and all taxes, levies, duties and other charges levied by a Governmental Authority on the provision of the Services, including provincial sales taxes and the federal goods and services tax imposed pursuant to Part IX of the Excise Tax Act (Canada) as amended or re-enacted from time to time;

“Services” means the services, responsibilities, functions, duties and obligations of Contractor described in Appendix 1;

“Services Standards” means any performance specifications for the Services set out in this Contract, including Appendix 1, and includes those specifications in any descriptions or literature published by Contractor whether or not such descriptions or literature are included or referenced in this Contract; and

“Term” has the meaning given to it in Section 2.

2. TERM

Regardless of the date of execution or delivery of this Contract, the term of this Contract will commence on and will continue until and including , subject to earlier termination as provided in this Contract (**“Term”**). Any Services performed by Contractor prior to the commencement of the Term will be deemed to have been provided under this Contract.

3. SERVICES

3.1 Purchase and Sale of Services. Contractor will provide to NH the Services on the terms and conditions set out herein. This is not an exclusive service arrangement, there is no minimum service supply guarantee and NH may purchase the Services and/or similar services from other suppliers.

3.2 Support. Unless otherwise specified in Appendix 1, Contractor will provide all personnel, equipment, materials, facilities, technical support, supervision, on-site services and education and training for such individuals as NH may identify necessary to perform the Services. If Appendix 1 identifies a particular person or persons to perform the Services, or indicates that such Services or portion thereof are to be performed by a particular person or persons (collectively, the “Key Personnel”), then Contractor will not replace any Key Personnel without NH’s prior written consent. To the extent reasonably possible, Contractor will minimize changes to such Key Personnel. If NH, acting reasonably, is unsatisfied with the performance of any Key Personnel, Contractor will promptly make available an alternate qualified person to replace such Key Personnel.

3.3 Service Standards. Contractor will perform the Services: (a) to a standard of care, skill and diligence maintained by Persons providing, on the highest commercial standard, similar services; (b) to meet or exceed the Services Standards or such other service levels and quality standards as may be set out in this Contract or as NH may in writing from time to time establish; and (c) in accordance with applicable Law. Without limiting the generality of the foregoing, Contractor will ensure that the Services at all times meet or exceed the greater of the standards of the industry and published standards applicable to health facilities recognized by Canadian health care accreditation organizations (including Accreditations Canada) and applicable professional bodies.

3.4 Quality Assurance Program. Contractor will develop, provide to NH and maintain a quality assurance

program which will provide for a co-ordinated approach to quality that will measure and assess the performance of the Services and will ensure Contractor promptly corrects deficiencies. Contractor will implement any changes in its quality assurance program as required in order for Contractor to meet or exceed the performance requirements contained in this Contract.

3.5 Reporting Requirements. Contractor will provide such reports as NH may require concerning the performance of the Services, including such reports as may be necessary in order to satisfy NH's administrative or operational requirements or reporting requirements to the Minister of Health Services, all in such form and substance and at such times as NH may specify from time to time, including the reports set out in Appendix 6.

3.6 Unsafe Services. All materials, supplies and equipment used by Contractor will be in good working order and free from defects. NH may prohibit the use of any materials, supplies or equipment if NH deems such prohibition to be in the best interest of the health and safety of the patients at the Facilities. If NH at any time deems a Service unsafe, NH may immediately notify Contractor of the safety issue and cease acquisition of the unsafe Service. For the purpose of this Contract, "unsafe" includes that the Service causes or has the potential to cause a negative effect on either the care of a patient or the workplace safety of health care workers practising in a Facility.

3.7 Additional Terms. Contractor will comply with the provisions set out in Appendix 5, if any.

4. PRICE AND PAYMENT

4.1 Fees. Fees set out in Appendix 2 are, unless otherwise set out in Appendix 2, fixed for the Term and not subject to adjustment unless expressly provided for in Appendix 2. Payment based on the Fees will be the only payment owing from NH to Contractor for the Services.

4.2 Price Inclusive. If Contractor requires any personnel, services, equipment or materials in and for the proper performance and provision of the Services which are not expressly or completely described in this Contract and are necessary for the proper performance and provision of the Services, Contractor will, at Contractor's own cost, furnish such personnel, services, equipment or materials.

4.3 Taxes. NH will pay all Sales Taxes payable in respect of the Services. Contractor will upon request assist NH in the recovery of Sales Tax credits and any request for interpretation or ruling that may assist NH to reduce expenses. To the extent Contractor pays or credits NH with respect to any discounts, rebates, or other price adjustments, Contractor will pay or credit NH for the Sales Taxes applicable to such adjustments. Except for the aforementioned Sales Taxes, Contractor is responsible for all taxes, duties and other charges arising from and relating to the amounts payable by NH hereunder. If Contractor is not a resident in Canada, NH is entitled to withhold income tax from the fees payable to Contractor and then to remit that tax to the Receiver General of Canada on Contractor's behalf. All amounts remitted to the Receiver General of Canada on Contractor's behalf will be deemed to have been made in satisfaction of the same amount due by Contractor under this Contract.

4.4 Expenses. NH will reimburse Contractor for out-of-pocket expenses reasonably incurred by Contractor in connection with providing the Services and for which Contractor has obtained the prior written approval of NH, provided that such expenses are supported by original receipts, and up to the maximum amount specified in Appendix 2. Contractor will not be entitled to charge NH and NH will not pay Contractor for any overhead or mark-up on any out-of-pocket expenses incurred by Contractor under this Contract.

4.5 Invoices. Contractor will ensure that invoices include this Contract Number, an itemized list of Services being invoiced, an itemized list of any expenses approved under Section 4.4 (supported by original receipts), the contact

name and phone number for any invoice problem resolution and the amount of Sales Taxes payable (with each of the Sales Taxes being shown as a separate line item). Fees and expenses are payable in accordance with the payment schedule set out in Appendix 2. If the Services to which the invoice relate have been performed satisfactorily and in accordance with this Contract, as determined by NH in its sole discretion, acting reasonably, NH will pay the amount of the invoice to Contractor within 30 days after receipt of a duly completed and properly delivered invoice. NH will not be in default of the terms of this Section if the payment of any invoice by NH is delayed due to incorrect pricing in the invoice. Any discounts for "early payment" will be based on the date of receipt of a duly completed and properly delivered invoice.

4.6 Competitive Pricing. Contractor warrants and represents that the Fees are and will be competitive with fees paid for substantially similar services sold to other hospitals, health authorities, healthcare institutions/regional national groups and government agencies in Canada during the same time period who purchase substantially similar volumes under substantially similar terms and delivery schedules. If NH receives information from any source that indicates that any of the Fees are not market competitive, NH may provide notice of such information to Contractor. If Contractor disagrees in good faith with NH's information and conclusions as to market competitiveness, then Contractor will within 7 days notify NH of the basis for such disagreement and the parties will work in good faith to resolve the disagreement in a mutually satisfactory manner. Failure by Contractor to disagree within such time will be deemed to be agreement by Contractor. Upon agreement or determination pursuant to the dispute resolution mechanism of this Contract that the applicable Fees are not market competitive, Contractor will refund the amount by which the price paid by NH exceeds the market price and the Fees will be reduced to such market price.

4.7 Records and Audits. Contractor will keep suitable and proper accounts and records of all reports, correspondence, documents and records relating to the supply of the Services for a period of 7 years from the date of termination or expiration of this Contract. Contractor will make such information at all reasonable times available for inspection by NH, who may make copies and extracts therefrom. NH may in its sole discretion from time to time and at its cost conduct (itself or through a third party) announced or unannounced tests, inspections and audits of Contractor's facilities, processes, statements, records (including financial) and/or accounts to verify Contractor's compliance with this Contract.

5. SUPPLIER'S MANAGEMENT RESPONSIBILITIES

5.1 Compliance with Laws and Policies. Contractor will comply with all applicable Laws, including Laws related to any equipment used in connection with the performance of the Services, the provision of the Services, permitting, licencing, approvals, workplace health and safety, employment and labour relations, taxation and environmental matters, and with all applicable policies of the Ministry of Health Services, NH and of the Facility, including policies relating to security, protection services, fire and safety, infection control, site orientation and all other policies relating to the health and safety of patients and other users of the Facility. Contractor will provide NH upon request evidence of compliance with any specific licencing, permitting, approvals or other legal requirement, including the requirement for a Medical Device Licence and a Medical Device Establishment License under the Canadian Medical Devices Regulations.

5.2 Employee and Subcontractor Requirements. Contractor will ensure that all of its employees and approved subcontractors performing the Services have the qualifications set out in this Contract, are competent to perform the Services and are properly qualified, trained and supervised in keeping with the qualification, training and supervision provided by a reasonably prudent supplier of similar services in a healthcare setting. Contractor will promptly remove from providing the Services and from any Facility any employee or approved subcontractor who does not meet the standards and other requirements of this Contract. Failure to comply with these provisions will

constitute a material breach of this Contract entitling NH to immediately terminate this Contract under Section 8 without having to provide an opportunity for Contractor to cure such breach.

6. REPRESENTATIONS AND WARRANTIES AND INDEMNITIES

6.1 Representations and Warranties. Contractor represents and warrants to NH that: (a) this Contract has been duly executed and delivered by Contractor and constitutes a legal, valid and binding agreement of Contractor enforceable against Contractor in accordance with its terms; (b) all information, statements and documents submitted to NH in connection with this Contract and all representations of fact and future performance made by Contractor are true and correct; (c) the Services will meet all applicable regulatory and safety standards and other applicable requirements of any Governmental Authority; and (d) Contractor is financially solvent and able to pay Contractor's debts as they become due.

6.2 Indemnities. Contractor will defend, indemnify and hold harmless NH and its directors, officers, employees, servants and agents from and against: (a) any and all losses, claims, demands, damages, actions, causes of action, costs and expenses (including legal expenses on a solicitor and own client basis) that NH may sustain or incur at any time, either before or after the expiration or termination of this Contract, arising directly or indirectly by reason of: (i) any deficiency in the Services; (ii) any breach of this Contract by Contractor, or any agent, employee, director, officer or subcontractor of Contractor; (iii) any allegation that any of the Produced Material infringes any Intellectual Property right of any Person; or (iv) the acts or omissions of Contractor or any agent, employee, director, officer or subcontractor of Contractor including any injury to or death of any Person (including any employee of Contractor) or any damage to any and all Persons or property, whether deliberate, accidental or through negligence except to the extent that any such claim arises solely from the negligence of NH; and (b) any damages or compensation payable to any employee of Contractor or his or her legal representatives in respect of any injury, loss or death suffered by such employee arising out of or in connection with the observance or performance of this Contract including any claim made against NH pursuant to the provisions of the Occupier's Liability Act, R.S.B.C. 1966, c.337 as amended or re-enacted from time to time, unless caused solely by the negligence of NH.

7. INSURANCE

Contractor must maintain and pay for insurance on the terms, including form, amounts and deductibles, outlined in Appendix 4, if any, as modified from time to time by NH at its sole discretion. At the request of NH at any time and from time to time, Contractor will provide NH with evidence of such insurance coverage in the form of a Certificate of Insurance satisfactory to NH. Contractor will provide NH with evidence of each renewal of insurance coverage at least 10 days prior to the expiry of any insurance coverage required by this Contract. All insurance will be endorsed to provide NH with 30 days advance written notice of cancellation. All insurance will be primary and not require the sharing of any loss by any insurer of NH.

8. TERMINATION AND SUSPENSION

8.1 Termination for Cause. Without limiting the other remedies available to it hereunder, NH may immediately terminate this Contract in whole or in part if: (a) Contractor fails to provide the Services as and when required by the terms of this Contract and Contractor does not cure such failure within 24 hours of receiving notice from NH; (b) any representation, warranty or statement in this Contract is false, inaccurate or misleading; (c) Contractor is in breach of any other provision of this Contract and, if the breach is capable of being cured, Contractor fails to cure the breach within 7 days of notice of such breach from NH, or a longer period if reasonably required and Contractor is diligently pursuing a cure; (d) Contractor becomes bankrupt or insolvent, takes the benefit of any act

now or hereafter in force for bankrupt and insolvent debtors, makes an assignment for the benefit of Contractor's creditors or any arrangement or compromise or files any proposal or notice of intention to file a proposal; or if proceedings are initiated against Contractor under the Bankruptcy and Insolvency Act, a receiver or receiver manager is appointed in respect of all or part of the property or business of Contractor, or proceedings are instituted by Contractor or any other person for the winding up of Contractor or other termination of Contractor's existence; (e) the Ministry of Health Services terminates or suspends funding that affects the commitment by NH to utilize the Services or there is a change in Provincial government policy that materially affects the continued utilization of the Services; or (f) Contractor fails to maintain all required permits, approvals and licenses required by applicable Law in connection with the Services. Termination of this Contract by NH pursuant to this Section or as otherwise provided in this Contract will not deprive NH of any of its rights, remedies or actions at law or in equity including the right to claim for damages.

8.2 Termination by NH for Convenience. Notwithstanding anything herein otherwise provided, or any custom of the trade, duty of fairness, principle, term or rule of law to the contrary, whether express or implied, NH may terminate this Contract in whole or in part at any time without cause or reason and without penalty or other recourse by Contractor other than as provided in Section 8.3 by providing not less than 30 days' notice to Contractor.

8.3 Liability Following Termination. If NH terminates this Contract in whole or in part accordance with any of the provisions of this Section 8, notwithstanding anything herein otherwise provided or any duty including any duty of fairness, custom of the trade, principle, term or rule of law to the contrary, whether express or implied, NH will not be liable to Contractor for any loss or damage of any nature whatsoever flowing therefrom including any special, incidental, direct, indirect or consequential damages arising out of such early termination, nor will NH be under any obligation to Contractor except to pay for Services that have been provided by Contractor at the date of such termination. If NH terminates this Contract in whole or in part, Contractor will continue to perform that portion of this Contract that has not been terminated.

8.4 Suspension. If NH reasonably believe that the Services are either not in accordance with the requirements of this Contract or pose an unacceptable risk to the safety of patients, visitors or staff, NH may without incurring any liability to Contractor immediately suspend in whole or in part the performance of the Services.

8.5 Termination by Contractor. Contractor may terminate this Contract by giving notice of termination to NH if NH is in breach of any provision of this Contract and fails to cure such breach within 30 days after receiving notice of such breach from Contractor.

9. DISPUTE RESOLUTION

All disputes arising out of or in connection with this Contract or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its rules. Each of Contractor and NH will continue the performance of its respective obligations under this Contract during the resolution of any dispute including during any period of arbitration, unless and until this Contract is terminated or expired in accordance with its terms.

10. INTELLECTUAL PROPERTY

10.1 Intellectual Property Rights. NH exclusively owns all property rights in the Material which are not Intellectual Property rights. NH exclusively owns all Intellectual Property rights in: (a) Received Material that

Contractor receives from NH; and (b) Produced Material, other than any Incorporated Material. If Contractor is an individual, Contractor hereby irrevocably waives in favour of NH and its successors and assigns, any and all moral rights that Contractor has or may have in the Produced Material. If Contractor is not an individual, Contractor will obtain from all authors of the Produced Material a written irrevocable waiver of all moral rights that such Persons have or may have in the Produced Material, and written confirmation that all right, title and interest in the Intellectual Property and proprietary rights that such Persons may have in any Produced Material, other than Incorporated Material, is vested in, assigned to and owned by NH. Upon NH's request, Contractor will deliver to NH documents satisfactory to NH evidencing the waiver of such moral rights and the ownership of such Intellectual Property and proprietary rights.

10.2 License Grant. Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, Contractor grants to NH: (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute such Incorporated Material; and (b) the right to sublicense to third parties the right to use, reproduce, modify and distribute such Incorporated Material.

10.3 Requests for Access. If Contractor receives a request for access to any of the Material from a Person other than NH, and this Contract does not require or authorize Contractor to provide that access, Contractor will promptly advise the Person to make the request to NH.

10.4 Right of Inspection. In addition to any other rights of inspection NH may have under statute, this Contract or otherwise, NH may at any reasonable time and on reasonable notice to Contractor, enter on Contractor's premises to inspect and, at NH's sole discretion, copy any of the Material and Contractor will permit, and provide reasonable assistance to, the exercise by NH of NH's rights under this Section.

10.5 Return of Materials. Upon termination of this Contract or at NH's request, Contractor will fully inform NH of all work performed in connection with this Contract and will immediately deliver all Material to NH.

11. CONFIDENTIALITY AND PROTECTION OF PERSONAL INFORMATION

11.1 Freedom of Information and Protection of Privacy Act. Contractor will comply with the provisions set out in the attached Privacy Schedule.

11.2 NH Confidential Information. Contractor will not disclose or permit the disclosure of any Confidential Information of NH to any third party or use any Confidential Information of NH for any purpose other than the performance of the Services. Contractor may disclose Confidential Information of NH only to those of its officers, employees, directors, agents and advisors who require it for the purposes of performing the Services and Contractor will cause each recipient of Confidential Information of NH to assume and comply with obligations of confidentiality equal to the obligations which Contractor has assumed under this Contract. Contractor will make reasonable security arrangements to protect the Confidential Information of NH from unauthorized access, collection, use, alteration or disposal.

11.3 Contractor Confidential Information. NH will use reasonable commercial efforts to hold in confidence any Confidential Information of Contractor that Contractor clearly designates as confidential at the time of disclosure, except to the extent NH is required or permitted to disclose such Confidential Information by Law, including under the provisions of FIPPA.

11.4 Disclosure to Province and Health Authorities. In recognition of NH's responsibility to the Ministry of

Health Services and the Province of British Columbia for discharging its obligations including reporting obligations, any of NH and NH may at any time and from time to time disclose the terms of this Contract to NH's hospitals, health care centres, agencies, members of its staff and physicians and the Province of British Columbia and there will be no restriction on the use of such information by NH in respect of its own business and operations.

11.5 Breach of Confidentiality. Contractor will notify NH immediately of the disclosure of any of the terms of this Contract or any other NH's Confidential Information to any Person or entity. Contractor will cooperate with NH to prevent the recurrence of such disclosure and to the extent feasible, in recovering the disclosed information, including any copies. Without limiting the generality of the foregoing, Contractor acknowledges that the improper disclosure or use of NH's Confidential Information may give rise to irreparable injury to NH, inadequately compensable in damages and that accordingly NH will be entitled, in addition to any other legal remedies that may be available to it, to injunctive relief against the breach or threatened breach by Contractor of any provisions of this Section 11.

12. ASSIGNMENT AND SUBCONTRACTING

Contractor will not assign this Contract or any part hereof without the prior written consent of NH. Except for the approved subcontractors listed in Appendix 3, Contractor will not enter into any subcontract for any or all of the Services without the prior written consent of NH. If NH approves a subcontractor, Contractor will secure compliance and enforce, at its own expense for the benefit of NH, each of Contractor's contracts with subcontractors. Nothing in this Contract will create any contractual relationship between the subcontractor and NH. Contractor will be fully responsible to NH for the performance of the Services, for the acts, omissions and errors of all subcontractors and of Persons directly or indirectly employed or contracted by them, and for coordinating activities of the approved subcontractors. This Contract enures to the benefit of and binds the parties and their respective successors and permitted assigns.

13. GENERAL

13.1 Appendices. Appendices 1 to 7 attached to this Contract form an integral part of this Contract. In the event of any conflict between an Appendix and the main body of this Contract, the main body of this Contract will prevail except in the case of the Privacy Schedule, which will prevail over the main body of this Contract and any other Appendix.

13.2 Force Majeure. Neither party will be responsible or liable for any delay or failure to perform any of its obligations hereunder caused by an event or circumstance beyond the party's reasonable control (a "Force Majeure Event") including without limiting the generality of the foregoing acts of God, fire, flood, earthquake, acts of war, sabotage, strikes, lock-outs or other labour disruption. Any delay or failure of this kind will not be a breach of this Agreement and the time for performance will be extended by a period that is reasonable in the circumstances. A party claiming the benefit of this Section will use reasonable efforts to mitigate the effect of any Force Majeure Event and will promptly advise the other party of the date by which its performance may reasonably be expected to resume.

13.3 Governing Law. This Contract is governed by, and is to be enforced, construed and interpreted in accordance with, the laws of British Columbia and the laws of Canada applicable in British Columbia which will be deemed to be the proper law of this Contract.

13.4 Severability. Each provision of this Contract is several. If any provision of this Contract is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not

affect: (a) the legality, validity or enforceability of the remaining provisions of this Contract; or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

13.5 Time of Essence. Time is of the essence of this Contract.

13.6 Independent Contractor. Contractor is an independent contractor and supplies the Services hereunder as an independent contractor. Neither Contractor nor any Person employed by or associated with Contractor in the performance of the Services or otherwise is an employee of, or is in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from NH.

13.7 Conflict of Interest. Contractor and its shareholders, directors, officers, agents, servants or employees will take all reasonable steps to ensure avoidance of all direct or indirect conflicts of interest (either actual or potential) between any of their individual interests and those of NH. If Contractor becomes aware of any reasonable possibility of any direct or indirect conflict, then Contractor will promptly disclose to NH the applicable facts and circumstances. Failure to resolve a conflict to the satisfaction of NH will constitute a material default by Contractor entitling NH to immediately terminate this Contract without liability to Contractor.

13.8 Written Waivers. No indulgence or forbearance by NH will be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of Contractor and any such waiver, in order to be binding upon NH, will be expressed in writing and signed by or on behalf of NH and then such waiver will only be effective in the specific instance and for the specific purpose for which it is given. A waiver of a breach or default under this Contract will not be a waiver of any other breach or default. The failure of a party to enforce compliance with any term or condition of this Contract will not constitute a waiver of such term or condition.

13.9 Further Assurances. Each party will execute and deliver promptly all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions of this Contract.

13.10 Counterparts. The parties may execute and deliver this Contract in any number of counterparts with the same effect as if the parties had signed and delivered the same document. All counterparts will be construed together to be an original and will constitute one and the same Contract. A party may deliver and execute a copy of this Contract by electronic means.

13.11 Remedies Cumulative. The rights and remedies under this Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

13.12 Entire Contract and Amendments. This Contract and all documents contemplated by or delivered under or in connection with this Contract is the entire agreement between the parties with respect to the subject matter of this Contract and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings whether written or oral, express or implied, statutory or otherwise. This Contract may not be amended except by a written instrument signed by NH and Contractor.

13.13 Notices. All notices required or permitted to be given under this Contract will be in writing and will be deemed to have been duly given and to be effective (a) if delivered by hand or courier, at the time of delivery, or (b) if sent by facsimile or e-mail communication, on the next Business Day after the date of sending by facsimile or email, to the party at the address set out on the first page hereof or at such other address as the party to whom the notice is sent has designated in accordance with the provisions of this Section.

13.14 Survival. Sections 1, 4.6, 4.7, 6 and 8 to 13 inclusive, will survive the expiration or termination of this Contract and will continue in full force and effect thereafter.

13.15 Independent Legal Advice. Contractor acknowledges and agrees that NH has recommended that Contractor obtain independent legal advice with respect to the subject matter of this Agreement and Contractor represents and warrants to NH that Contractor has sought independent legal advice or has freely elected not to obtain any such advice.

Contract Number:

Project Name:

SIGNED AND DELIVERED ON BEHALF of the
Northern Health Authority

SIGNED AND DELIVERED ON BEHALF of

Dated at _____
British Columbia this _____ day of _____
20____.

IN WITNESS WHEREOF THE PARTIES to this
Contract have duly executed this Contract as
of the date written above.

Dated at _____
British Columbia this _____ day of _____
20____.

IN WITNESS WHEREOF THE PARTIES to this
Contract have duly executed this Contract as
of the date written above.

APPENDIX 1 SERVICES

APPENDIX 2 FEES AND EXPENSES

Fees - Maximum **\$0.00**:

Expenses - Maximum **\$0.00**:

Payment dates:

Payment frequency:

Maximum amount: **\$0.00**

1. Holdback: we will holdback **0.00%** of the contract fees maximum amount until the services have been completed. No interest will be paid to the contractor on any holdbacks made in accordance with this appendix.
2. GST: the authority is subject to the goods and sales tax, unless specific exemptions exist for the services provided in this contract
3. Prior approval must be obtained and original receipts must be submitted for all expenses claimed

GST #:

APPENDIX 3 SUBCONTRACTORS

APPENDIX 4 INSURANCE

Contractor Will Provide Own Insurance

The Contractor shall provide, maintain and pay for any insurance which the Contractor is required to provide by law or which the Contractor considers necessary to cover any risks the Contractor may assume as a result of entering into this agreement.

The Contractor will comply with the Workers' Compensation Act and, in particular, will obtain and maintain during the term of this agreement the necessary coverage for the contractor's employees, and will, upon request by the Northern Health Authority provide particulars of such coverage.

WCB Number:

APPENDIX 5

CONTRACTOR'S MANAGEMENT RESPONSIBILITIES

14.1 Additional Services

If Contractor determines that the number of hours required to perform the Services will exceed the number of hours set out in Appendix 2, Contractor will notify NH in advance and obtain written approval from NH for such additional hours

14.2 Equipment Standards and Maintenance

Contractor will maintain a high level of technological capital initiatives and will upgrade equipment and software solutions on a regular basis. Contractor will at its cost: (a) maintain all of the equipment used in connection with the performance of the Services in good working order at all times; (b) promptly make all necessary repairs thereto and replacements of such equipment; and (c) provide immediate replacement of any defective equipment.

14.3 Non-Resident Contractor

If Contractor is not a resident in Canada, NH is entitled to withhold income tax from the fees payable to Contractor and then to remit that tax to the Receiver General of Canada on Contractor's behalf. All amounts remitted to the Receiver General of Canada on Contractor's behalf will be deemed to have been made in satisfaction of the same amount due by Contractor under the Contract.

14.4 Hazardous Substances

Contractor will not, without the prior written consent of NH, bring, install, keep, maintain or use in or on any Facility or cause, authorize or permit any person to bring, install, keep, maintain or use any substances, materials, equipment or apparatus which is likely to cause material damage to any Facility, the generation, accumulation or migration of any hazardous substance or an adverse effect on the health or well-being of any staff, patients or visitors. Contractor will not dispose of or transport any biomedical waste outside of British Columbia without the prior written consent of NH.

14.5 Criminal Record Checks

Criminal Check Requirements -The Contractor and all employees and subcontractors covered by the terms of this contract who, in the fulfillment of the terms of the contract, work directly or have the potential of having unsupervised access to children in the ordinary course of employment or in the practice of an occupation, must comply with all requirements of the Criminal Records Review Act for all new and existing employees, even if an employee or subcontractor has completed a previous criminal record check. This requirement is in addition to other criminal record checks which may be required of employees as a condition of employment at the Contractor. New employees and subcontractors must not commence work until the results have been received on a signed Criminal Record Check Authorization Form.

14.6 Provincial Legislation and Regulations

In connection with the provision of the Services, the Contractor shall comply with any applicable municipal, federal and provincial legislation and regulations, and Ministry of Health Services Policies and Standards that regulate or affect the operations or activities of the Contractor.

14.7 HSCIS

All contracted Health Service Providers must comply with HSCIS reporting requirements, if they meet the following criteria: Member of HEABC (Health Employers Association of BC) or Receive more than \$250,000 annual funding

from the Ministry of Health or a Health Authority of BC. If not required to self-report HSCIS, Northern Health will require details regarding data on all workers in the health system, including wage rates, paid hours, and benefits information. A template will be provided for reporting the required information.

14.8 NH Funded Programs

If the sum of the payments received by the Contractor exceeds the approved contracted program expenses, as demonstrated through required regular financial reporting, the unspent funds will be returned to Northern Health. This will be done by issuing a cheque payable to NH no later than 90 days after the expiration of the contract.

14.9 NH Cyber Security Training

Intentionally Deleted

14.10 Travel and Business Expenses

Intentionally Deleted

The Contractor agrees to be the "Prime Contractor" for the purposes of all applicable occupational health and safety laws, including the Workers Compensation Act (British Columbia), and the Contractor is responsible for filing any documents necessary to comply with the Workers Compensation Act (British Columbia), including a Notice of Project. The Contractor shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

APPENDIX 6 REPORTING

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APPENDIX 7

PRIVACY AND DATA SECURITY SCHEDULE

NH Privacy and Data Security Lite

1. Background

This Privacy and Data Security Schedule ("**Schedule**") is appended to and forms part of an agreement ("**Agreement**") between Northern Health Authority, a health organization (the "**HO**") and the ("**Contractor**") for the supply of goods and/or services.

2. Scope

While the Agreement does not contemplate that the Contractor will be engaged in ongoing or routine access to Personal Information or Confidential Information (each as hereinafter defined), the parties acknowledge and agree that some access to and use of Personal Information or Confidential Information (the "Protected Information") may take place on an unplanned, occasional, incidental or accidental basis. This Schedule is intended to address this limited processing of Protected Information by the Contractor. In the event that the Contractor's duties under the Agreement change to include more extensive processing of Protected Information, the Contractor will comply with the reasonable directions of the HO for the protection of the Protected Information, and, upon request by the HO, enter into good faith negotiations with the HO for the development of supplemental terms to protect the privacy, security and confidentiality of the Protected Information.

3. Purpose

The purpose of this Schedule is to ensure that (a) all processing of Personal Information by the Contractor, complies with the British Columbia Freedom of Information and Protection of Privacy Act ("**FIPPA**") and other applicable federal and provincial laws of Canada ("**Applicable Laws**"); and (b) all Protected Information is maintained by the Contractor in accordance with commercially reasonable data security standards.

4. Interpretation

In this Schedule, (a) "**Personal Information**" means personal information (as that term is defined in FIPPA) that is processed by the Contractor as a result of the Agreement, but does not include data or records related to the Contractor's own internal administration, business or finances; (b) "**Confidential Information**" has the meaning set out in the Agreement, or, if not defined in the Agreement, means recorded information of the HO, its employees, officers, directors, vendors or stakeholders that is not generally known, used or available to the public, including plans, designs, proposals, assessments and all proprietary information of or within the possession of the HO; (c) "**process**" or "**processing**" means any one or more of the collection, use, disclosure, storage, access to, retention or disposal of Protected Information, including any other operation or set of operations performed on data or information such as recording, organization, structuring, adaptation or alteration, retrieval, transmission, dissemination, copying, exporting, transferring, combination or destruction; and (d) "**Personnel**" refers to all persons that the Contractor engages or authorizes to perform its obligations under the Agreement, including the Contractor's officers, directors, employees, contractors, subcontractors, related or affiliated corporations or its or their directors, officers, employees, contractors or subcontractors.

5. Continuing Application

To the extent that the Contractor engages in any processing of Protected Information this Schedule will continue to apply, notwithstanding the termination or expiry of the Agreement, unless or until all records within the custody or possession of the Contractor or its Personnel containing such information have been returned to the HO or securely destroyed by the Contractor.

6. Commitment

The Contractor acknowledges that it is a “service provider” of the HO within the meaning of FIPPA and the Contractor agrees it is subject to and will comply with the obligations set out in Part 3 of FIPPA. The Contractor will ensure that it and its Personnel comply with FIPPA, this Schedule and Applicable Laws in respect of the processing of Personal Information. The Contractor further agrees that it will not engage in the processing of Protected Information except as necessary to perform its obligations under the Agreement or as specifically authorized or requested in writing by the HO (each an “**Authorized Purpose**”). Without limiting the foregoing, the Contractor will not, and will ensure that its Personnel do not, engage in the processing of Protected Information except as required for an Authorized Purpose.

7. Custody and Control

Nothing in this Agreement vests in the Contractor any right, title or interest in or to the Protected Information. All rights of custody and control over the Protected Information remain with the HO, and the Contractor upon request by the HO will promptly return or securely destroy all Protected Information within its possession or within the possession of its Personnel.

8. Security Requirements

The Contractor will have commercially reasonable security arrangements to protect against threats or risks to or breaches of the confidentiality, security, integrity or availability (each a “**Security Incident**”) of the Protected Information. Such measures will include: (a) Organizational measures to ensure access is limited to those authorized members of the Personnel requiring access for an Authorized Purpose; (b) Measures to ensure the technological, electronic and physical security of the Protected Information meets commercially reasonable standards and is appropriate to the sensitivity of the Protected Information, and goods and/or services; and (c) Governance measures to ensure the Contractor has policies, procedures, training and accountability mechanisms sufficient to identify, monitor, respond to and protect against Security Incidents, and that it enforces such measures in respect of the Personnel. The Contractor will comply with the reasonable direction and policies of the HO concerning the security of the Protected Information within its possession. Regardless of the nature of its access to and use of Protected Information, the Contractor will: (i) regularly audit and assess its data security control arrangements against recognized industry standard frameworks and ensure that all Protected Information is secure and protected against existing cyber threats; (ii) regularly assess its infrastructure and applications for vulnerabilities, including by scanning and conducting active penetration testing; (iii) remediate all material weaknesses in a timely manner; and (iv) be responsible for ensuring that its Personnel are familiar with and comply with the data security measures described in this section 8.

9. Privacy Impact and Security Threat Risk Assessment

From time to time, the HO may, at its own expense, seek to assess the privacy and security risks associated with the delivery of good and/or services, or processing of Protected Information by the Contractor. The Contractor will as part of its obligations under the Agreement provide its reasonable cooperation to the HO with all such processes.

10. Access, Correction and Accuracy

If requested by the HO, the Contractor will provide its reasonable assistance and cooperation to the HO in responding to requests for access to Protected Information or the correction of Personal Information within the possession of the Contractor. To the extent that the Contractor is required to collect and use Personal Information for an Authorized Purpose, the Contractor will make reasonable efforts to ensure the accuracy of that Personal Information.

11. Foreign Disclosure and Storage

The Contractor acknowledges that Part 3 of FIPPA only permits the disclosure of Personal Information outside of Canada if it is in accordance with regulations made under FIPPA. The Contractor will not permit any Personal Information to be transported or transmitted or disclosed to, or stored in any jurisdiction other than Canada, unless such transport, transmission, disclosure or storage complies with this Schedule, FIPPA and Applicable Laws, and in the case of disclosure of Personal Information to be stored outside of Canada, without prior written approval of the HO. Without limiting the generality of the foregoing, if the Contractor has reason to believe that it or its Personnel are or may be permitting the disclosure or storage of Personal Information outside of Canada, it will immediately notify the HO, and, if required by the HO, cease these activities.

12. Demands for Disclosure

All third party requests, demands, orders, subpoenas or other legal processes received by the Contractor or its Personnel for the disclosure or production of Personal Information must be immediately reported in writing to the HO (each a “**Disclosure Demand**”). The Contractor will, and will ensure that its Personnel, do not comply with any Disclosure Demand unless it has first reported the request or demand to the HO and the HO has either authorized the disclosure or had a reasonable opportunity to legally challenge the Disclosure Demand.

13. Security Incidents, Non-Compliance and Default

(a) The Contractor will, promptly and without unreasonable delay, provide the HO with written notice, including full particulars, of the occurrence of any actual or suspected Security Incident or any other breach of FIPPA or this Schedule, including without limitation section 8 above. (b) The Contractor will promptly address and take all necessary steps to rectify any practices by it or its Personnel that do not comply with FIPPA or this Schedule, and will as soon as possible provide the HO with written notice confirming that it has done so. (c) The failure by the Contractor to comply with this section 13 or any failure by the Contractor to rectify a Security Incident to the satisfaction of the HO will, in addition to any right or remedy set out in the Agreement, constitute an event of default under the Agreement giving rise to a right of the HO to terminate the Agreement upon delivery by the HO of written notice specifying the effective date of termination.

14. General

(a) If a provision of this Schedule of the Agreement conflicts with a requirement of FIPPA, the conflicting provision will be inoperative to the extent of the inconsistency or conflict. (b) Unless otherwise expressly set out in the Agreement, if a provision of this Schedule conflicts with or is inconsistent with a provision of the Agreement, the provision of this Schedule will govern to the extent of the inconsistency or conflict. (c) This Schedule is binding on the parties notwithstanding any Disclosure Demand. (d) The Contractor's obligations under this Schedule will survive the termination or expiry of the Agreement as set out in section 5 above. (e) No amendment to this Schedule will be effective unless in writing and signed by the parties.