



## Terms and Conditions for Artifact Treatment or Examination and Transportation to and/or from CCI

### General Terms and Conditions for CCI Services

#### 1. Acknowledgement

The Client shall, in a manner approved by CCI, provide public acknowledgement of the work performed by CCI and of the sponsorship of such services by the Government of Canada.

#### 2. Report

CCI shall provide the Client with a copy of the Report which report shall remain the property of CCI.

#### 3. Copyright, Publications and Visuals

Copyright in the Report shall vest in CCI. The Client hereby consents to and authorizes CCI, and any officers, servants, agents or consultants acting with the authorization of CCI, to publish in the Report any photographs, slides, films, radiographs, videos or other reproductions made during the performance of the work described in the agreement. Unless agreed otherwise, the Client also authorizes CCI to publish all data, scientific findings, analyses, and summaries, including the Report, resulting from the performance of the work in any scientific paper, journal or publication and in any educational or publicity handouts, loans, or releases to the communications media, the general public or museum personnel. Unless agreed otherwise, the Client also authorizes CCI to use photographs, slides, films, radiographs, videos or other reproductions made during the performance of the work described in the agreement for lectures, seminars, workshops or other educational purposes for the general public or museum personnel.

#### 4. Confidentiality

The client shall ensure that any information of a confidential nature relating to the affairs of CCI to which the client or its officers, servants or agents become privy shall be treated as confidential and shall not disclose such information to third parties, unless such a disclosure is made pursuant to the Access to Information Act, R.S., 1985, c. A-1 and to the Privacy Act, R.S., 1985, c.P-21.

The client shall ensure that any personal information which may be brought to the attention of the client and its employees or agents will be dealt with according to the provisions of the Privacy Act, R.S.1985, c. P-21.

#### 5. Liability

Neither CCI nor its officers, servants, agents or consultants shall be liable to the Client for loss or damages that occur as a result of providing a CCI service or for loss of any Artifact or any damage thereto, including loss of value, howsoever caused or arising and whether occasioned by the performance of the work described in the agreement or otherwise, and the Client shall indemnify and save harmless CCI, its officers, servants, agents and consultants from and against all claims, counterclaims, losses, costs, debts, damages, actions, suits or other proceedings arising from the performance of the work and Report or any publication or publicity concerning the work or the results of such work.

#### 6. Consultants, etc.

CCI may, in its discretion, make use of consultants, facilities, laboratories and services not under the control of CCI for some or all aspects of the work described in the agreement and all protections granted to CCI by the covenants contained herein, including insurance, shall extend to such consultants, facilities, laboratories and services.

#### 7. Member of Parliaments or Senators

No member of the House of Commons or the Senate shall be eligible to any share or part of this Agreement, or any benefit to arise therefrom.

#### 8. Binding Effect

The benefits the covenants contained in this Agreement shall enure to the benefit of and the obligations contained herein shall be binding upon the parties hereto, their respective heirs, successors, and assigns.

#### 9. Amendment

The CCI Project Contact is responsible for the management of the Agreement and any changes to the Agreement must be authorized by an amendment issued by the CCI Project Contact. No amendment of the Agreement nor waiver of any of the terms and provisions shall be deemed valid unless confirmed by a written amendment.

#### 10. Dispute

Any claim or dispute arising out of or in connection with this Agreement that cannot be resolved through negotiation shall be submitted by the parties to binding arbitration pursuant to the Commercial Arbitration Act. The party requesting such arbitration shall do so by written notice to the other party/parties. The costs of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in Ottawa, Canada, before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit to arbitration, then the arbitrator shall be chosen by the Arbitration and Mediation Institute of Canada. The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may request the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of completion of the hearing. The award shall be rendered in such form that judgment may be entered thereon in any court having jurisdiction. The arbitrator shall resolve this dispute in accordance with the laws of Ontario.



## Terms and Conditions for Artifact Treatment or Examination and Transportation to and/or from CCI (Continued)

### 11. Assignment

The client shall not assign this Agreement or any part thereof without the written permission CCI, but nothing shall preclude the client from enlisting the assistance of others in carrying out the obligations under this Agreement.

### 12. Entire Agreement

This Agreement (including these Terms and Conditions) constitute upon signature by the authorized representative of the Client a legal and binding agreement and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Agreement.

### 13. Notice

Any notice, information or document required under this Agreement shall be deemed given if it is delivered, sent by facsimile, email or mail. Any notice delivered, sent by facsimile or email shall be deemed to have been received one working day after it is sent; any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.

## Terms and Conditions Pertaining to Artifact Treatment, Examination and Transportation

### 14. Examination, Treatment or Analysis Procedures

CCI may, in the course of an Artifact Examination, Treatment or Analysis take such photographs, radiographs and may make any other scientific or physical tests of the Artifact, including the taking of scientific samples, removal or elements or dismantling of structures as to it seems appropriate and expedient. Investigations involving the dismantling of Artifact elements will ensure that the elements are returned to their original assembly and appearance by CCI.

### 15. Treatment Procedures

CCI may, except where otherwise directed in writing by the Client, take such measures beyond those outlined in the Agreement as seems to it appropriate and expedient in the interest of providing the best conservation or restoration treatment for the Artifact.

### 16. Complete Information

The Client certifies that it has furnished to CCI all information known to it concerning the Artifact which may be relevant to the Artifact identity and condition and to perform the work described in the agreement.

### 17. Warranty of Authority

The Client certifies that it owns and is rightfully and absolutely possessed of the Artifact, or has the consent of the person who owns and is rightfully and absolutely possessed of the Artifact, and that it has the authority to make this Agreement and enter into each and every covenant hereof. The Client shall at all times indemnify and save harmless CCI from and against all damages, losses and costs arising out of or attributable to any claim, action or proceeding arising from any actual or alleged claim to ownership, lien, execution, attachment, or other charge or encumbrance or colour of right as it affects the Artifact.

### 18. Cost of Transportation

If required, all costs of the removal, packaging, crating, shipping and insurance of the Artifact (moveable cultural property or dismantled elements of fixed artifacts), including any and all costs associated with the movement of the Artifact from the place where it is now situated to such place as is designated by CCI, and all costs of the return of the Artifact to the Client after the Examination, Treatment or Analysis shall be borne by the Client.

### 19. Insurance

The Client shall insure the Artifact at its fair market value against all risks while in transit to and from CCI and during the whole of the time the Artifact is under the care, custody or control of CCI and any time the Artifact is, at the direction of CCI, in the possession of any consultant, facility or laboratory not under the control of CCI. The Department shall be entitled to a copy of the contract by which the Artifact is insured, which contract shall name CCI as an insured party and waive all rights of subrogation against it. Insurance terms and conditions apply to artifacts examined, sampled and treated on sites under the control of the Client.

### 20. Return of Artifact

Following the completion of the work described in the agreement, the Artifact shall be returned to the Client at its expense at the address given above. Should the Client refuse to accept return of the Artifact, or should it be returned to CCI, CCI shall give to the Client by registered mail, notice of the return of the Artifact. Any time after the expiration of ninety (90) days from the time such notice is given, CCI may dispose of the Artifact as it sees fit without any further notice to the Client or duty to account to the Client for such disposition

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