



GENERAL GOODS AGREEMENT

[AGREEMENT TITLE]	REQUISITION # [XXXXXXXX]
AGREEMENT # [xxxxxxx]	SUPPLIER # [XXXXXXXX]

BETWEEN: Vancouver Community College (“VCC”) at the following address: [Registered Address] [Registered Address] Attention: [VCC Contact Name]	AND: [Legal Company Name] (the “Contractor”) at the following address: [Registered Address] [Registered Address] Attention: [Contractor’s Contact Name] eMail: Website:
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THE PARTIES HAVE REVIEWED AND AGREE TO THE AGREEMENT AS SET OUT BELOW AND IN THE REFERENCED SCHEDULES AND ANY ATTACHMENTS AND APPENDICES TO SCHEDULES (THE “GGA”)

TERM OF THE AGREEMENT: Start Date: [Date] End Date: [Date] VCC Options to renew: _____ additional one year periods

THE FOLLOWING IS ATTACHED AND FORMS PART OF THE GGA: Schedule “A” – Goods Schedule “B” – Prices Schedule “C” – Special Terms of GGA Schedule “D” – Standard Terms of GGA Schedule “E” – Drawdown - Appendix 1 – Special Terms of Drawdown - Appendix 2 – Standard Terms of Drawdown

Maximum Annual Drawdown: \$ _____
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This GGA is an agreement by the Contractor and VCC as to the pricing and terms and conditions for Goods purchased by a Drawdown. A contract for purchasing Goods will be created only when a Drawdown is issued by VCC.
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SIGNED AND DELIVERED on this _____ day of _____, 20__ on behalf of Vancouver Community College , by its authorized signatory. Signature: _____ Print Name: _____	SIGNED AND DELIVERED on this _____ day of _____, 20__ by or on behalf of [Legal Company name] , or by its authorized signatory or signatories if Contractor is a corporation. Signature(s): _____ Print name(s): _____
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SCHEDULE "A"

GOODS

SCHEDULE “B”

PRICES

Pricing will be firm for the first year of the term of the GGA

SCHEDULE "C"
SPECIAL TERMS OF GGA

SCHEDULE “D”

STANDARD TERMS OF GGA

1. DEFINITIONS

1.1 In this GGA:

- (a) “Agreement” means a contract that is formed on a Drawdown for the Goods described in the Drawdown;
- (b) “Business Day” means a day, other than Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Vancouver, British Columbia.
- (c) “Contractor” has the meaning set out on page 1 of this GGA;
- (d) “Contractor's Representative” means the representative and designated back-up assigned by the Contractor to administer the GGA;
- (e) “Drawdown” means a written drawdown issued by VCC to a Contractor against this GGA substantially in the form of Schedule “D” as completed and executed by VCC, for the provision of a specified quantity of Goods at the specified prices set out in this GGA;
- (f) “General Goods Agreement” or “GGA” means this GGA;
- (g) “Goods” means those goods described in Schedule “A”;
- (h) “Normal Business Hours” means from 8:30 a.m. to 4:30 p.m. Pacific Time on Business Days;
- (i) “Prices” means the applicable prices for the Goods set out in Schedule “B”;
- (j) “Term” means the term for the Start Date specified on page 1 of this GGA until midnight at the end of the End Date specified on page 1 of this GGA, unless renewed under section 2.2 of this Schedule C;
- (k) “VCC” has the meaning set out on page 1 of this GGA; and
- (l) “VCC Representative” means [Name], Purchasing Agent, or such other individual designated from time to time by VCC to administer this GGA on behalf of VCC;

2. TERM

- 2.1 Regardless of the date of execution or delivery of this GGA, the Contractor will provide the Goods during the Term.
- 2.2 This GGA may be renewed by VCC for up to the number of additional one-year periods indicated on page 1 of this GGA.

3. GENERAL

3.1 The Contractor agrees:

- (a) the Contractor has received good and valuable consideration, the receipt and sufficiency of which is acknowledged, for this GGA;
- (b) the establishment of this GGA does not oblige VCC to authorize or order any or all of the Goods from the Contractor;
- (c) an Agreement is formed only on receipt of a Drawdown by the Contractor;
- (d) a Drawdown will form an Agreement only for those Goods in respect of which a Drawdown has been issued by VCC, provided always that such Drawdown is made in accordance with the provisions of this GGA;
- (e) the Agreement will be as set out in the Drawdown;
- (f) VCC reserves the right to procure the specified Goods from the Contractor or any other person by any other means, including the use of other agreements, or by other procurement or contracting methods;
- (g) the liability of VCC will be limited to that which arises from an Agreement made during the Term;

- (h) the Contractor's Representative, and a designated back-up individual, will be available during VCC's Normal Business Hours, and will have the authority to represent the Contractor with respect to all issues arising under this GGA;
- (i) if the Contractor offers a lower unit price or other price to others in the British Columbia public sector for similar goods and terms and conditions of the Agreement during the Term of this GGA, that lower price will also apply to this GGA;
- (j) the list of Goods included in Schedule "A" or the prices set out in Schedule "B" will not change without a written modification agreed to by VCC; and
- (k) the total annual Drawdown will not exceed the maximum amount set out on page 1 of this GGA for the twelve month period commencing on the date of this GGA and continuing until the next anniversary of the date of this GGA.

4. DRAWDOWN MECHANISM

4.1 The Goods may be ordered by a Drawdown setting out at a minimum:

- (a) the reference number for this GGA;
- (b) the description and specified quantity of the Goods that are being ordered and the applicable Prices;
- (c) the maximum amount payable for the Drawdown;
- (d) delivery instructions; and
- (e) delivery date.

4.2 If VCC issues a Drawdown to the Contractor prior to the expiry of this GGA and receives the Goods, then VCC will pay to the Contractor the amounts payable as described in Schedule "B".

4.3 If there is any conflict or inconsistency among any of the provisions of the following documents:

- (a) this GGA; and
- (b) a Drawdown,

then the order of precedence will be (a) and then (b).

4.4 The Drawdown is formed and is effective when executed by VCC and delivered to the Contractor by email or other delivery method agreed upon between VCC and the Contractor.

5. DEFAULT AND TERMINATION

Definitions relating to default and termination

5.1 In this section 5:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this GGA, or
 - (iii) any representation or warranty made by the Contractor in this GGA is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the Bankruptcy and *Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),

- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vi) the Contractor ceases, in VCC's reasonable opinion, to carry on business as a going concern.

VCC's options on default

- 5.2 On the happening of an Event of Default, or at any time thereafter, VCC may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this GGA with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 5.2(a).

Delay not a waiver

- 5.3 No failure or delay on the part of VCC to exercise its rights in relation to an Event of Default will constitute a waiver by VCC of such rights.

VCC's right to terminate other than for default

- 5.4 In addition to VCC's right to terminate this GGA under section 5.2(c) on the happening of an Event of Default, VCC may terminate this GGA for any reason by giving at least 10 days' written notice of termination to the Contractor.

Notice in relation to Events of Default

- 5.5 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor will promptly notify VCC of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default will also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default will specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

6. DISPUTE RESOLUTION PROCESS

- 6.1 VCC is dedicated to successful negotiation with the Contractor to resolve any conflict arising in the performance of this GGA. In the event of unsuccessful informal negotiations however, the following clause applies:
- (a) All disputes rising out of or in connection with this GGA and any or all Agreements, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure. The place of arbitration will be Vancouver, British Columbia, Canada.

7. MISCELLANEOUS

Delivery of notices

- 7.1 Any notice contemplated by this GGA, to be effective, will be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this GGA, in which case it will be deemed to be received on the day of transmittal unless transmitted after the Normal Business Hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this GGA, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this GGA, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

7.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 7.1 any previous address or fax number specified for the party giving the notice.

Assignment

7.3 The Contractor will not assign any of the Contractor's rights under this GGA without VCC's prior written consent.

Subcontracting

7.4 The Contractor will not subcontract any of the Contractor's obligations under this GGA to any person without VCC's prior written consent. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this GGA. The Contractor will ensure that:

- (a) any person retained by the Contractor to perform obligations under this GGA; and
- (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this GGA in performing the subcontracted obligations.

Waiver

7.5 A waiver of any term or breach of this GGA is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

7.6 No modification of this GGA is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire Agreement

7.7 This GGA (including any modification of it) and the associated Drawdowns constitute the entire agreement between the parties as to provision of the Goods.

Survival of certain provisions

7.8 Sections 3.1(g), 4.3, 5.2, 5.3, 6.1, 7.1, 7.2, 7.7, 7.8 and 7.11 of this Schedule "D" and sections 1, 6, 7, and 10 of Appendix 2 – Schedule "E," any accrued but unpaid payment obligations, any warranties, and any other sections of this GGA (including schedules) which, by their terms or nature, are intended to survive the completion of the supply of Goods or termination of this GGA, will continue in force indefinitely, even after this GGA ends.

Schedules

7.9 The schedules to this GGA (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this GGA.

Further assurances

7.10 Each party will perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this GGA.

Governing law

7.11 This GGA is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

7.12 The Contractor will comply with all applicable laws in providing the Goods specified.

7.13 Notwithstanding any other provision of this GGA, the payment of money by VCC to the Contractor under this GGA is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *FINANCIAL ADMINISTRATION ACT*, RSBC 1996 Chapter 138, as amended from time to time (the "Act"), to enable VCC, in any fiscal year or part thereof when any payment of money by VCC to the Contractor falls due under this GGA, to make that payment; and
- (b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

Conflict of interest

7.14 The Contractor will not provide any goods or services to any person which in VCC's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to VCC under this GGA.

8. INTERPRETATION

8.1 In this GGA:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this GGA;
- (c) the Contractor and VCC are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this GGA when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this GGA or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature;
- (h) unless the context otherwise requires, words expressed in the singular include the plural and vice versa; and
- (i) all references to dollars, currency, and money mean Canadian dollars (\$CAD).

9. EXECUTION AND DELIVERY OF GGA

9.1 This GGA may be entered into by a separate copy of this GGA being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 7.1 or any other method agreed to by the parties.

SCHEDULE "E"

DRAWDOWN

<p>FROM:</p> <p>Vancouver Community College</p> <p>("VCC") at the following address:</p> <p>[Registered Address] [Registered Address]</p> <p>Attention: [VCC Contact Name]</p>	<p>TO:</p> <p>[Legal Company Name]</p> <p>(the "Contractor") at the following address:</p> <p>[Registered Address] [Registered Address]</p> <p>Attention: [Contractor's Contact Name] eMail: Website:</p>
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THE PARTIES HAVE REVIEWED AND AGREE TO THE AGREEMENT AS SET OUT BELOW AND IN THE ATTACHED APPENDICES.

THE FOLLOWING IS ATTACHED , OR IF NOT ATTACHED THEN INCORPORATED BY REFERENCE FROM THE GGA, AND FORMS PART OF THE AGREEMENT:

Appendix 1 – Special Terms of Drawdown
Appendix 2 – Standard Terms of Drawdown

GGA reference number: _____

Purchase Order reference number: _____

Attachments (if any):

Description and specified quantity of the Goods that are being ordered:

Prices of Goods that are being ordered:

Ship to Location:

Total Drawdown: \$ _____

THE CONTRACTOR WILL PROMPTLY NOTIFY VCC IF THE ORDER FOR GOODS CANNOT BE FILLED. FOR TRACKING PURPOSES ONLY, THE CONTRACTOR WILL CONFIRM RECEIPT OF THE GOODS TO THE PERSON NAMED BELOW AT THE LISTED EMAIL ADDRESS WITHIN ONE (1) BUSINESS DAY OF RECEIVING THE GOODS.

SIGNED AND DELIVERED

on this _____ day of _____, 20__ on behalf of **Vancouver Community College**, by its authorized signatory.

Signature: _____

Print Name: _____

eMail: _____

APPENDIX 1
SPECIAL TERMS OF DRAWDOWN

APPENDIX 2

STANDARD TERMS OF DRAWDOWN

1. The form of Drawdown, this Appendix 1 (if any) and Appendix 2 and the GGA will constitute the full and complete agreement between the parties for the Goods (the "Agreement").
2. The Contractor will promptly notify VCC if the order for Goods cannot be filled.
3. VCC reserves the right to cancel this Agreement, if promised or specified delivery is not met or if the Goods fail to meet specification requirements. Over shipments against this order may be returned with all freight charges applied against the Contractor's account. Order numbers will be shown on all invoices, packing slips and packages. Shipments will be accompanied by a properly completed delivery slip.
4. Shipping advice and copy bill of lading are to be mailed or hand delivered direct to [] not later than day of shipment. If shipment is not forwarded according to VCC instructions, the increase in cost, if any, will be charged to the Contractor. No charges will be allowed for containers, crating, boxing or transportation unless stated hereon. When shipment is made from any country other than Canada, customs invoices in quadruplicate, certified in accordance with Canadian Customs Regulations, will be furnished at time of shipment in addition to the invoices.
5. VCC has the right of inspection and approval. Inspection by VCC of advance samples will not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements in Schedule A. No substitutions are permitted unless previously agreed to by VCC and confirmed in writing. By paying the Contractor's invoices before the arrival and inspection of material, VCC avails itself only of the cash discount involved, and does not thereby accept the quantity or quality as billed. Such payments are subject to future adjustments.
6. The Contractor warrants that the use of the materials herein specified will not infringe on any right of invention, patent, trade marks, or process of manufacture, and agrees to indemnify VCC against any claim of any person, firm, or corporation alleging that the sale by the Contractor to VCC hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
7. The Contractor is an independent contractor and will indemnify, protect, and save harmless VCC, its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.
8. The Contractor will not change prices, terms or conditions without the prior written permission of VCC as noted on this Agreement.
9. Each invoice will be submitted in duplicate and will contain a sufficient and correct description of the Goods, and also indicate VCC Purchase Order reference number, the number of packages or boxes, quantity, etc.
10. This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.
11. Time will be of the essence in this Agreement.
12. The Contractor will comply with all applicable laws in providing the Goods specified.