



C00069494

In Contract with:
Entrepreneur :

836541 YUKON INC O/A
IRP CONSULTING
30 12TH AVENUE
WHITEHORSE, YT, Y1A 4J6
CANADA

("Contractor")
("L'« entrepreneur »)

In Contract with: Government of Yukon
Marché public : Gouvernement du Yukon
Submit original invoice(s) to:
Présenter les factures originales à :

EDUCATION - E9
BOX 2703
WHITEHORSE, YUKON, Y1A 2C6

("Owner")
("Le « propriétaire »)

Contract Details - Description du marché :

IRP CONSULTING SERVICE

Provide Consulting Service

Please see proposal attached: DATE (January 25, 2023)

YG Responsible for providing contractor:

Meeting Space

Supporting documents on a need's basis

The Government of Yukon will only issue payments under this agreement if the Department of Education receives money (appropriation) from the Yukon Legislative Assembly for the fiscal year in which any payment is to be made.

General responsibilities of the contractor include but are not limited to:

Conducting background research and document review

Development of and input into engagement and communication material and Schedule

Community Visits

Meeting preparation

Consultation with First Nations partners, community partners and staff.

Development of engagement summary report on Themes and Findings

Complete 4-6 page summary report on Themes and Findings.

Duties and deliverables:

Phase 1 - Hear from YFN in Government-to-Government approach

Completed between January - February 2023

Research and background familiarization

Development of/input into engagement/communication material and schedule

Community visits

Whitehorse consultation meetings

Development of engagement summary report and presentation of Themes and Findings document

Phase 2 - Communication and engagement with other partners

Completed in February 2023

Providing support and input into identification of partners and communication plan/material

Consultation meetings

Development of report out document and adjustments/incorporation into Themes and Findings document

Phase 3 - Share themes and recommendations with Department

Completed in March 2023

Department presentation meetings



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Development of draft Themes and Recommendations document
 Phase 4 - Final Feedback to FNEC and Department
 FNEC Consultation meeting
 GSR Advisory Committee meeting
 Finalization of Themes and Recommendations document
 Project Management and Administration

Price and hourly rate chart in proposal

Total: \$49679.5

Invoice/Payment Terms

Invoices are to be received within 10 days at the end of each month. Failure to include the following information within each invoice may result in delayed or no payment.

- a. Contract number (YG provided)
- b. Invoice number (contractor provided)
- c. Date and Description of services provided: January 2023 - end of March 2023
- d. Unit price (hourly rate) and extended price (total)

Send invoices to:

Yukon Government
 Department of Education
 Branch/Mail Code E9
 PO Box 2703
 Whitehorse, YT Y1A2C6

Email: felicia.dowd@yukon.ca

Contract Start Date: January 2, 2023

Completion Date: April 30, 2023

Date de début du marché :

Date d'achèvement des travaux :

As total compensation for the provision of goods, materials, work, services, and other obligations related to or arising under this Contract (the "Work") the maximum amount payable under this Contract shall not exceed: \$49,679.50.

Such amount shall not be exceeded without the prior written approval of Owner. All amounts under this Contract are in Canadian funds, unless explicitly stated otherwise in this Contract. The actual amount payable will be determined based on the Work completed subject to and in accordance with the terms of the Contract, and invoices received and approved.

En guise de paiement total pour la fourniture de biens, de matériaux, de services ou l'exécution de travaux ou d'autres obligations en lien avec le présent contrat ou en découlant (les « travaux »), le montant maximal pouvant être versé en vertu des présentes ne peut excéder: 49,679.50 \$.

Ledit montant ne peut être excédé sans avoir obtenu au préalable le consentement écrit du propriétaire. Toutes les sommes versées en vertu du présent contrat sont en dollars canadiens, sauf indication contraire dans les présentes. La somme réelle pouvant être versée sera déterminée en fonction des travaux complétés et aux conditions précisées dans le contrat ainsi que des factures reçues et approuvées.



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The Contractor agrees to perform the Work in accordance with the terms of the Contract, including, but not limited to: the General Conditions and any attached documents, which form part of this Contract (the "Contract").

Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Contract, and that each person signing this Contract on behalf of a Party has been properly authorized and empowered to enter into and execute this Contract. This Contract may be executed in counterparts, each of which will be deemed as an original and all of which will constitute one and the same document.

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexés, qui font partie intégrante du contrat.

Chaque partie déclare et garantit qu'elle est dûment habilitée à conclure et à exécuter le présent contrat, et que chaque personne qui signe les présentes au nom d'une des parties est dûment autorisée et mandatée à le faire. Chacune des deux parties peut signer un exemplaire distinct du présent contrat, les deux exemplaires signés constituent un seul et même accord et ont la même valeur d'originaux.

Tosh Southwick, Co-Owner

2023-02-01

867-332-7108

Contractor Signature
Signature de l'entrepreneur

Approved, Authorized Officer/Title - Print Name
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

Date (year/month/day)
Date (année/mois/jour)

Phone Number
Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

Owner Signature
Signature du propriétaire

Approved, Authorized Officer/Title - Print Name
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

Date (year/month/day)
Date (année/mois/jour)

For Government of Yukon Office Use Only - Réserve au gouvernement du Yukon

Registry Description: IRP Consulting
Description au registre :

YG Contract Manager: Gerg Kitchen
Responsable du marché pour le GY : 867667-3747

Vendor Id: CDIRPCONSULT
Identification du fournisseur :

Billing Contact: Felicia Dowd
Personne à qui s'adresser pour la facturation : 8674710899
felicia.dowd@yukon.ca

¹ Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.

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GENERAL CONDITIONS

The Parties acknowledge and agree to the following terms and general conditions:

1.0 Performance of the Work

1. The Contractor shall perform the Work in accordance with the Contract, and shall be solely responsible for supervising, managing, and coordinating the Work. The Contractor shall perform the Work in a good, proper, workmanlike, and expeditious manner, and shall carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar work or services for similar work or projects.
2. The Contractor shall provide and pay for all applicable: labour; materials; tools; equipment; utilities; safety plans, travel and accommodation costs; transportation, delivery, custom duties, and taxes; any facilities and ancillary services required to perform the Work; permits, inspections and regulatory approvals or any other fees or other charges required by law, unless otherwise explicitly stated in the Contract.
3. The Contractor shall manage, supervise, and be solely responsible for the work of its subcontractors. Any work to be performed by a subcontractor shall not relieve or discharge the Contractor from its obligations under this Contract. Before commencing the Work or upon request by the Owner, the Contractor shall provide the Owner with the names of all subcontractors that will be used in the performance of the Work. The Contractor shall obtain the Owner's prior written consent before adding or changing any subcontractors.
4. The Contractor represents and warrants that: the Contractor and its employees, subcontractors, and agents are qualified and competent to perform the Work, and have the necessary skills, knowledge, certification, and ability to perform the Work, and all factual materials submitted to the Owner are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith.
5. The Owner shall have access to the Work and be permitted to examine the Work, and any products, materials, and equipment used or to be used in the performance of the Work.
6. If, in the Owner's reasonable opinion, there is a defect, error or omission in the Work, upon notice from the Owner, the Contractor shall, in consultation with the Owner, fully correct the defect, error, or omission, and make good any related work or services within 5 calendar days after notice by the Owner or within such other timeframe as agreed to by the Parties.
7. The Contractor shall ensure that: all goods, products, or materials to be provided or delivered under the Contract shall be new and unused, and any equipment to be provided or delivered under the Contract is in a safe, operational, good and clean condition, unless otherwise explicitly stated in the Contract, and such goods, products, materials, and equipment shall conform to all current applicable specifications, standards and laws. Any change or substitution of goods, products, materials, or equipment specified in the Contract shall be pre-approved in writing by the Owner, and shall be of a quality consistent with those specified, and their use acceptable to the Owner, acting reasonably.
8. The Contractor shall implement and comply with any attached First Nation participation plan or agreement in the performance of the Work and Contract, and upon request by the Owner provide sufficient proof thereof, in a form and with content acceptable to the Owner.
9. The Contractor acknowledges and agrees that its performance of this Contract and Work is subject to review and evaluation under Government of Yukon's Vendor Performance Review Program ("VPR"). For further information on the VPR process and evaluation criteria or for any inquiries, please email: contracts@yukon.ca. The Contractor's scoring and rating resulting from the VPR may be used to: determine the Contractor's eligibility for future Government of Yukon procurement or contracting opportunities, evaluate the Contractor for any Government of Yukon procurement or contracting opportunities, and/or be considered in any decisions by Government

of Yukon to purchase goods or services or award a contract or work to the Contractor. The Contractor shall, at its own cost, fully participate in and cooperate with the Owner during the VPR process, and upon request by the Owner, promptly provide any relevant information, documents, or materials that are reasonably necessary to: complete the VPR evaluation process within any timeframes stated under the VPR, determine or finalize the Contractor's scoring or rating under the VPR process, and/or resolve any disagreement or contestation of the Contractor's score or rating under the VPR process.

10. The Contractor shall be fully and solely responsible for overseeing and complying with all health and safety laws applicable to the Work, including any requirements under the Workers' Safety and Compensation Act, SY 2021, c.11 and its regulations (as amended) ("WSCA"). The Contractor shall have full and sole control of the Work for the purposes of health and safety and the WSCA, including: taking all precautions and adopting and carrying out all work techniques, procedures and systems to prevent or reduce the risk of injury or death to other employers' workers and other persons in relation to the Work or at or near the workplace.

2.0 Payment

1. The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner, acting reasonably. Amounts invoiced on account of costs or expenses for Work shall not exceed the value of the Work performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing or explicitly stated in this Contract. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the invoice or application for payment.
2. The Owner's obligation to pay the Contractor under this Contract is subject to the following: the *Financial Administration Act* (Yukon), RSY 2002, c. 87 and its regulations (as amended), and the Contractor abiding by the terms and conditions of this Contract.
3. The Owner shall pay the Contractor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Contract. Pursuant to the Yukon's Interest Regulations OIC 1986/039, as amended, if the Owner fails to make payment to the Contractor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid and undisputed amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly, but does not apply or accrue if the Contractor is not willing or able to accept payment.
4. The Work under this Contract is being purchased by the Owner for a public purpose with public money and is not subject to the Goods and Services Tax or any Harmonized Sales Tax ("GST/HST") under authority number R107442840. The Contractor shall not add or include the GST/HST in any invoices for the Work performed under this Contract, and is solely responsible for claiming any input tax credits to which Contractor may be entitled.
5. In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may deduct or set off any liability arising from the Contractor to the Owner under this Contract or otherwise against any liability arising from the Owner to the Contractor.

3.0 Changes to the Contract

1. Changes to the Contract and the Work must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No payment or compensation shall be made to the Contractor for any reason, unless such payment is explicitly stated in the Contract or authorized under written change order. Any amount for a change to the Work or Contract by written change order shall be considered total compensation for and inclusive of all costs and expenses arising from or related to the change in the Work or Contract.

4.0 Insurance and Liability

1. Unless otherwise explicitly stated in the Contract, the Contractor shall provide, pay for and maintain the following insurance with minimum

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policy limits as specified below, in forms and with insurers acceptable to the Owner, acting reasonably: Commercial General Liability Insurance with a limit not less than \$2,000,000.00 per occurrence covering bodily injuries (including death, sickness or disease), personal injury, and property loss or damage, which shall at a minimum cover liabilities associated with or arising from the Contractor's premises, property and operations; and where applicable, automobile liability insurance in accordance with all applicable legislation, covering all vehicles used in the performance of the Work. The Contractor shall include Government of Yukon as an additional insured party on its Commercial General Liability Insurance. The Contractor shall pay all deductibles for any of the insurance policies required under this Contract. Upon request by the Owner, the Contractor shall submit its full insurance policy or proof of insurance coverage to the reasonable satisfaction of the Owner. The Contractor shall immediately notify the Owner of any lapse, cancellation, or material change to the Contractor's insurance coverage.

2. The Contractor shall indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to: errors, omissions or negligence by the Contractor; breach of this Contract or, breach of any statutory or professional duty by the Contractor; or any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs in any way to the extent arising from or related to the fault or legal responsibility of the Contractor. For greater certainty, the term "Contractor" for the purposes of this clause includes the Contractor and its officers, employees, subcontractors, agents, and successors or assigns. This indemnity clause shall survive the expiry or termination of this Contract.

5.0 Confidentiality and Access to Information and Privacy

1. If the Owner designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Contractor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Owner; or as required by law provided that the Contractor gives written notice to the Owner promptly upon becoming aware of such a requirement. The Contractor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
2. The Contractor shall ensure that any employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the Confidential Materials, shall, in favour of the Owner, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
3. For the purposes of this section, the terms: "personal information" have the same meaning as defined under the Access to Information and Protection of Privacy Act SY 2018 c.9 and its regulations (as amended) ("ATIPP"), and "personal health information" have the same meaning as defined in the Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended) ("HIPMA"). The Contractor acknowledges and agrees that:
 1. any personal information or personal health information provided to the Contractor by the Owner or collected by the Contractor as agent of the Owner is under the control of the Owner, and remains the sole property of the Owner, and, upon the expiry or termination of this Contract or upon request by the Owner, the Contractor will promptly destroy or return to the Owner all personal information or personal health information provided by or under the control of the Owner, without making any copies, except where the Contractor is specifically authorized and required by law or professional obligation to retain such information;
 2. the Contractor will not collect, use, disclose or permit to be collected, used or disclosed any personal information or personal health information provided by or under the control of the Owner or collected by the Contractor as a "service provider" as defined under ATIPP or agent of the Owner for any purpose other than as

necessary for the performance of the Work, Contract, or to comply with the law;

3. the Contractor will apply administrative, technical and physical measures to ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, limited to those persons with a need to access such information, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its officers, employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the personal information or personal health information complies with the Contractor's obligations under section 5.3, and is bound, in favour of the Owner, by the same terms or terms no less restrictive than the terms under section 5.3, and the Contractor shall, at its own cost, take any action or execute any documents required to give effect to such terms;
4. the Contractor will comply with any applicable provisions of ATIPP or HIPMA, including: any applicable obligations or requirements where the Contractor is a "service provider" as defined under ATIPP, or a "custodian" or "agent" as defined under HIPMA;
5. the Contractor will fully cooperate with and assist the Owner for the purposes of the Contractor or the Owner complying with or meeting any obligations or requirements under ATIPP, HIPMA, or section 5.3; and
6. the Contractor will notify the Owner immediately in writing of any breach or suspected breach of section 5.3 or any applicable statutory provision under ATIPP or HIPMA, and promptly take all reasonable steps to mitigate the breach and prevent any further harm arising from the breach.
4. Sections 5.1 to 5.4 shall survive the expiry or termination of this Contract.

6.0 Ownership of Deliverables

1. The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced and delivered in the performance of the Work and under this Contract ("Deliverables"). The Contractor shall promptly inform the Owner as to what Deliverables have arisen from or been created or produced from the Work or this Contract. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to the Deliverables. The Contractor shall, in favour of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. The Contractor represents and warrants that it has the full authority to assign and transfer any of the rights to the Work or Deliverables under this Contract.
2. The Contractor represents and warrants that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights in the performance of the Work or Contract. The Contractor shall promptly provide the Owner with written notice upon being aware of any infringement of rights arising from the Work or Contract, and immediately take all reasonable steps to mitigate any damages to the Owner and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.
3. For the purposes of this Contract, "Intellectual Property" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties.
4. Sections 6.1 to 6.4 shall survive the expiry or termination of this Contract.

7.0 Dispute Resolution

1. In the case of a dispute, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful and

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confidential manner.

8.0 Conflict of Interest

1. The Contractor shall not engage in any activity or have an interest, directly or indirectly, that would create a conflict of interest in connection with the performance of the Work or its duties or obligations related to the Contract, and if such interest is acquired during the term of the Contract, the Contractor shall promptly declare it to the Owner and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest.

9.0 Default, Termination or Suspension

1. If the Contractor fails or neglects to properly perform the Work or its obligations under the Contract, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor written notice that it is in default of its obligations and instruct the Contractor to correct the default within 5 calendar days immediately following the receipt of such notice or such other time period as may be agreed to in writing by the Parties. If the default cannot be corrected within the 5 calendar days or in such other time period as agreed to by the Parties, then the Owner may, without prejudice to any other right or remedy the Owner may have, do one or more of the following:
 1. terminate the Contract immediately upon written notice to the Contractor;
 2. suspend the Work under the Contract;
 3. reduce, set off, or deduct payment under the Contract;
 4. terminate or discontinue the right to perform the Work in whole or in part and have another contractor perform the Work; or
 5. take any action deemed necessary by the Owner to perform the Work or Contract.
2. In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by the Owner, provide the Owner with any records, materials, information or documents related to the Work. The Contractor shall arrange for reasonable protection of the Work and make no further commitments in relation to the Work or this Contract, and shall cancel or otherwise reduce, to the extent reasonably possible, the amount of any outstanding commitments in relation to the Work or this Contract, unless otherwise agreed to by the Parties.
3. Upon 5 calendar days' prior written notice, the Owner may terminate the Contract for its convenience at any time and without cause, despite whether the Contractor is in default or not. In the event of termination pursuant to this section, the extent of the Owner's liability shall be payment for work actually and properly performed up to the date of termination in accordance with the terms of the Contract, subject to the Contractor providing the Owner with sufficient and detailed proof of such costs or expenses. Any disputes in relation to such costs or expenses shall be resolved in accordance with the dispute resolution clause under the Contract.

10.0 Notice

1. The Parties shall provide addresses for any notices under this Contract. Notices will be sent to the address provided by the other Party. The delivery of a notice may be by: hand, courier, mail, or electronic mail. A notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:
 1. if delivered in person or by courier, on the date of delivery;
 2. if sent by mail, it shall be deemed to have been received 5 calendar days after the date on which it was mailed;
 3. if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by notice to the other

party setting out the new address in accordance with this clause. For the purposes of this Contract, "Business Day" means a day that is not a Saturday, a Sunday or statutory holiday in the Yukon.

11.0 General

1. For greater certainty, the Contractor is an independent contractor, and except for the purposes of ATIPP (where applicable), nothing in this Contract shall create the relationship of employer and employee or principal and agent between the Parties. Nothing in this Contract shall create the relationship of partnership or joint venture between the Parties. All personnel or subcontractors engaged by the Contractor to perform the Work or Contract are at all times the sole responsibility of the Contractor.
2. The Contractor will not, without the prior written consent of the Owner, assign, either directly or indirectly, any right, benefit, or obligation of the Contractor under this Contract and such assignment will be considered void. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.
3. This Contract will be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
4. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Party.
5. If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract.
6. The Contractor shall comply with all Owner policies, standards, or requirements stated in this Contract or provided by the Owner and all applicable laws in the performance of the Work and this Contract. Upon request by the Owner, Contractor shall provide sufficient proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner. This Contract does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work. Nothing in this Contract is to be construed as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make the Government of Yukon liable for any exercise of a statutory power or duty.
7. The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.
8. This Contract will be deemed to have been made in and will be governed, interpreted, and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit and attorn to the exclusive jurisdiction of the courts in Yukon.
9. This Contract includes: the General Conditions, and any attached specifications/scope of work/contract details, supplementary terms and conditions, illustrations, appendices, plans, and schedules, all of which constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, proposals or bids, and other agreements in respect of it (whether written or oral). Where a conflict exists between these General Conditions and any supplementary terms and conditions, the supplementary terms and conditions will govern.
10. Time is of the essence in this Contract.