

A Comparison of Contract Terms Between the New and Current Contract Templates

The following table provides a comparison of contract terms between the new and current contract templates. This comparison table is not a comprehensive detailing of the changes and does not negate the responsibility of the bidder to review and assess the contract completely before submitting a bid. This summary is for information purposes only; any interpretation presented within will not supersede the contract agreement and should not be relied upon by the Contractor.

New Contract Reference	Current Contract Reference	New wording	Current wording	Same/Diff./New
1.0 Definitions				New
2.1 Term	4.(c)			Same
2.2 Option to Request Extension	4.(d)	<p>The District retains the option to request an extension of this Agreement, exercisable once or more often, for any number of additional contract years to a maximum cumulative total of the number of the original term of years of this Agreement. The extension term(s) is at the option of the District. (Examples: 1 year term may be extended for 1 year; 3 year term may be extended for any number of additional contract years to a total maximum of 3 years; 5 year term may be extended for any number of additional contract years to a total maximum of 5 years).</p> <p>The District’s written notice to exercise its option to extend will be given to the Contractor no later than June 1st of the preceding school year in which the option is to be exercised. The Contractor shall either accept or decline the extension offered within the date specified by the District in its written notice. If the extension is declined, the Agreement will terminate on the Agreement End Date.</p>	<p>Where an original Agreement for five years is extended for up to a further five years, it is hereby expressly agreed that the amount payable in each year of the extended term shall be determined according to the following formula: (Contract price in preceding school year) x [1 + 2/3 of the Provincial Consumer Price Index in previous calendar year]). For Agreements with a term other than five years this provision shall have no application.</p>	Diff.

		Where an extension results in a term exceeding 5 years, commencing in year 6 and each subsequent year the amount payable by the District shall be determined according to the following formula: (Annual contract price in preceding school year) x (1 + 2/3 of the Provincial Consumer Price Index in previous calendar year).		
New Contract Reference	Current Contract Reference	New wording	Current wording	Same/ Diff. /New
2.3 Termination by the District	4.(a)	<p>This Agreement may be terminated by the District as follows:</p> <ul style="list-style-type: none"> a. On 30 days' notice in writing, where in the sole discretion of the District acting reasonably, the Contractor is in default of this Agreement by failing to fulfill all or part of the terms of this Agreement and the Contractor has failed to cure the default, to the satisfaction of the District, within the time period specified by the District in its notice; or b. Forthwith on notice in writing where, in the sole discretion of the District acting reasonably: <ul style="list-style-type: none"> (i) The transportation service provided by the Contractor endangers, or is likely to endanger, the safety of students; (ii) The Contractor has withdrawn service or failed to provide transportation service for one or more routes without just cause; 	In the event of the Contractor failing to carry out any of the provisions of this Agreement or failing to operate the transportation service to the satisfaction of the District, the District may terminate this Agreement on giving thirty (30) days notice in writing to the Contractor at his principal place of business, without prejudice to any claim that the District may have against the Contractor; but it is expressly declared that notwithstanding any contrary provision in either paragraph of this Article 4, the District may terminate this Agreement forthwith where, in the opinion of the District, the transportation service provided by the Contractor endangers, or is likely to endanger, the safety of pupils. Where termination occurs, the Contractor will be paid on a quantum meruit basis for service performed up to the date of termination and shall have no claim with respect of any remaining term;	Diff.

		<p>(iii) The Contractor, or any of its Drivers, habitually fail to operate any of its vehicles in accordance with the requirements of the <i>Highway Traffic Act</i> and the Regulations thereunder, and/or all other Acts and Regulations applicable to the provision of public or private transportation for school students or in accordance with any policies of the District or the Minister governing the transportation of students; or</p> <p>(iv) Any of the following events occur: if the Contractor shall commit any act of bankruptcy; have a receiving order made against it; make or negotiate for any composition or arrangement with or assignment for the benefit of its creditors; present a petition or have a petition presented by creditors for its winding-up; enter into any liquidation (other than for the purposes of a business reorganization or amalgamation); call any meeting of its creditors; have a receiver of all or any of its undertaking or assets appointed; be deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts; or cease to carry on business.</p> <p>Notwithstanding paragraph 2.3(a) the District is not obliged to provide the Contractor with an opportunity to cure a default where the Contractor has, during the term of this Agreement, previously been provided an opportunity to cure a default of the same nature.</p>		
New Contract Reference	Curr-ent	New wording	Current wording	Same/

	Contract Reference			Diff. /New
2.4 Termination by the contractor	4.(b)	<p>a. The Contractor may terminate this Agreement if the District fails to make payments as required, except as permitted under the Agreement, and the failure continues for a period of 30 days following written notice from the Contractor.</p> <p>b. If during the term of this Agreement the maximum age of the buses to be used in the transportation service is changed under Article 5.5(a) to a model year less than 12 years, the Contractor may terminate this Agreement, by providing written notice to the District within the time period specified by the District in its notice. Termination under this section shall take effect at the end of the school year.</p>	(b) Should under paragraph (c) of Article 1, the maximum age of the buses to be used in the transportation service be restricted to a model year less than twelve (12), the Contractor, upon written notice given to the District 30 days prior to June 30th, may terminate the Agreement at the end of the school year preceding the introduction of such change.	Diff.
2.5 Payment on Early Termination	4.(a)			Same
2.6 Default		Without restricting the generality of the foregoing, for the purposes of this Article and Article 7.1, "default" shall be deemed to include an interruption in transportation service save and except acts of God and civic disorders		New
New Contract Reference	Curr-ent Cont-	New wording	Current wording	Same/ Diff. /New

	ract Reference			
3.1 Services to be Provided	1.(a)			Same
3.2 District Shall Determine and Communicate Routes and Time Schedules		<p>The District shall determine route design, designate locations and times for picking up and discharging students, destinations, student loads, student information and any other information required by the Contractor to perform the duties of this Agreement. Changes in route design and/or locations for picking up and discharging students shall be determined and communicated by the District to all necessary parties. The District will strive to provide the routes and time schedules at least 15 business days before start of service.</p> <p>The Contractor shall, during the term of this Agreement, provide transportation services in accordance with the routes assigned, which assignments shall specify:</p> <ul style="list-style-type: none"> a. The route or routes for which the service is to be provided; and b. The size of vehicle to be used on each route. 		New
3.3 Alteration of Routes by the District	3.(a) i	<p>The District may at any time during this Agreement alter or modify any particular runs or routes in respect of which the Contractor is providing transportation services. No additional compensation shall be paid to the Contractor related to any alteration or modification of runs or routes except where the cumulative effect of route alterations or modifications, under this Agreement, results in the addition of more than 1.6 Net Additional Kilometres.</p>	<p>3.(a) The District and the Contractor agree that the District may vary at any time, without additional compensation</p> <p>(i) the route to be followed by each bus used in the transportation service provided that any extension to the regular route is not more than 1.6 kilometres and</p>	Diff.

		In determining any additional amount payable to the Contractor for a Route Extension beyond 1.6 kilometres the following formula will be used: the annual contract price divided by the total annual loaded kilometres travelled multiplied by the Net Additional Kilometres driven. In the event the Net Additional Kilometres driven are less than zero there shall be no deduction from the annual contract price payable under this Agreement.	for the purpose of this sub-paragraph (i) "extension" means the single journey, one way, beyond the regular route and in determining any additional costs payable to the Contractor for a required extension beyond 1.6 kilometers under sub-paragraph (i) the following formula will be used: the total annual cost of the contract divided by the total annual loaded kilometres travelled times the additional kilometres driven,	
New Contract Reference	Current Contract Reference	New wording	Current wording	Same/ Diff. /New
3.4 Alteration of Time Schedules	3.(a)(ii) 3.(a)(ii)			Same
3.5 Emergency or Temporary Schedule Change	3.(b)			Same
New Contract Reference	Current Contract	New wording	Current wording	Same/ Diff. /New

	Refer- ence			
3.6 Contractor Compliance with the Routes and Time Schedules	3.(c)	<p>The Contractor shall strictly comply with the route and time schedule supplied by the District. No change in a route or time schedule shall be made by the Contractor without written authorization of the District except where a temporary change is required of necessity on account of road construction, road conditions or other reason beyond the control of the Contractor, in which case the Contractor must immediately report any temporary change to the District. Drivers are not to change any student from one bus to another without written authorization of the District unless under emergency conditions, in which case the Contractor must immediately advise the District of any such change.</p> <p>A copy of the route and time schedule inclusive of directions and bus stops, exclusive of student names, address and phone number information, is to be kept securely in the bus at all times. The Contractor must make up-to-date copies available to replacement drivers.</p>	The District and the Contractor agree that the Contractor shall not change the route of any bus used in the transportation service without the prior written approval of the District except where a temporary change is required of necessity on account of road construction or other reason beyond the control of the Contractor. The Contractor shall immediately report any temporary change to the District.	Diff./ New
3.7 Requests for Transportation Changes		All requests for transportation and changes in transportation shall be processed with the understanding that no student may be transported unless previously authorized by the District, except that a Driver may carry an unauthorized student to an existing bus stop if vehicle capacity permits for the first two weeks of the school year, or as directed by the District or the appropriate school Administrator.		New
New Contract Reference	Curr- ent Cont- ract	New wording	Current wording	Same/ Diff. /New

	Refer- ence			
3.8 District May Require Vehicles to Service More Than One School and One Run		The District may schedule more than one school, and/or more than one run, to be serviced by a route.		New
3.9 One Driver, One Route		Unless specifically authorized in writing by the District, the same Driver will serve each route each day. For temporary changes, where illness or other reasons require a temporary change in Driver, the Contractor is not required to provide notice to the District. For permanent changes, or changes that are likely to extend greater than two weeks, immediate written notice (e.g. indicating replacement Driver, affected route(s) and period of absence) must be provided to the District. Any temporary and permanent replacement Driver must be approved by the District in accordance with this Agreement.		New
3.10 Route Doubling		The Contractor shall not, without prior notification to the District and without specific prior acceptance of such notice, use Route Doubling. Where Route Doubling is authorized or discovered, adjustments to the amount paid or payable shall be made to reflect the usage of fewer vehicles to provide the required service: a. 50 % of the daily rate if authorized. b. 100% of the daily rate if not authorized.		
New Contract Reference	Curr-ent Contract	New wording	Current wording	Same/ Diff. /New

	Refer- ence			
3.11 Pickup and Discharge Locations and Timing		While in service the Contractor's vehicles shall stop only at those locations designated for the picking up and discharging of students, ensuring that all students are picked up and discharged only at a location designated on the route and time schedule and deliver such students to the respective schools at the times specified on the route and time schedule.		New
3.12 Banked Kilometres for School Closures	1.(a)/ 1.(b)	In the event that a school(s) is (are) not open for 195 school days in a school year, the Contractor agrees to provide, for that school year, transportation services during the day at times requested by the District to a school or schools for additional services to a maximum mileage determined by multiplying the number of days when a school or schools is not open by the distance of the applicable route or routes set out in Schedule A. Transportation services to be provided for kilometres banked under this Article include, but are not limited to, additional school runs required by the District including, but not limited, to early school openings, delayed school dismissals and runs to accommodate examinations, but shall not include field trips or extra-curricular school activities. Transportation services provided under this Article are considered as part of the service to be provided under Article 3.1. Kilometres banked under this Article may be used only during the school year in which they are banked and shall not be carried over to the next school year.	to provide a bus transportation service consisting of not less than _____ bus(es), each with a duly qualified and competent driver, for the conveyance of pupils as specified in Schedule "A" and their return from such schools to such places in accordance with the terms and conditions of this Agreement commencing the 1st. day of the school year 20 /20 for a maximum of one hundred and ninety five (195) school days in each school year covered by this Agreement. In the event that a school or schools is not open for a maximum of one hundred and ninety five (195) school days in the school year, the Contractor covenants to provide transportation services to a school or schools for school related activities during the school day to a maximum mileage determined by multiplying the number of days when a school or schools is not open times the distance of the route noted under Schedule "A";	Diff.

New Contract Reference	Curr-ent Contract Reference	New wording	Current wording	Same/ Diff. /New
4.1 Required Safety Programs and Certifications		<p>The Contractor shall ensure that, on or before November 30th of each school year under this Agreement or where a Driver commences providing service to students during a school year within 90 days of the start of service, every Driver shall:</p> <ul style="list-style-type: none"> a. Complete the safety program requirements set out in Schedule B, which Schedule may be modified from time to time for program content by the District, upon notice and provision of a new Schedule B to the Contractor, and without any further requirement for consent of the Contractor, such consent being hereby given; and b. Hold valid certifications in Emergency First Aid, CPR and the administration of the “EpiPen” (allergic reaction first aid device). 		New
4.2 District May Require Additional Safety Program(s)		Where at the direction of the District the Contractor has removed or suspended a Driver from providing service under this Agreement and the District has agreed to that Driver resuming the provision of services, the Contractor shall ensure that, before recommencement of providing services, the Driver shall satisfactorily repeat or complete any additional safety program(s) required by the District.		New
New Contract Reference	Curr-ent Cont-	New wording	Current wording	Same/ Diff. /New

	ract Refer- ence			
The Contractor covenants: 5.1 a.	Pre- amble	During the term of this Agreement it shall transport students in accordance with this Agreement and policies, procedures and directives for school transportation of the District and the Minister. The Contractor will comply with all aspects of the said District's and Minister's policies, procedures and directives including causing Drivers to comply with the said policies and procedures. All applicable District and Minister's policies, procedures and directives in effect at the Agreement Start Date shall be listed in Schedule C. Any changes, additions or deletions to the District's or the Minister's policies, procedures or directives during the term of this Agreement shall be made available by the District to the Contractor;	the Contractor has agreed with the District to provide bus transportation for such pupils subject to the Policies of the District and the Department of Education and upon the terms and conditions and for the consideration hereinafter set forth.	Diff.
5.1 b.	1.(v)			Same
5.1 c.	1.(g)			Same
5.1 d.		To ensure that all Drivers that transport students for the District are aware of and follow the relevant conditions of this Agreement;		New
5.1 e.	1.(r)			Same
5.1 f.	1.(s)			Same
5.1 g.	1.(k)	To inform the appropriate school Administrator and the District immediately in the event of vehicle breakdown or an unforeseen delay, which will cause the students to arrive at their respective schools or homes at a time more than ten (10) minutes later than the usually scheduled time and, if a bus arrives after school is in session, to ensure the Driver reports personally to the school Administrator stating the reason for the delay;	to report immediately to the school Administrator concerned if the bus is unable to operate for any reason and if the bus arrives after school is in session, the driver must report personally to the Administrator stating the reason;	Diff.

New Contract Reference	Current Contract Reference	New wording	Current wording	Same/ Diff. /New
5.1 h.	1.(d)	To notify the District immediately in writing when a school bus is removed from service under the Official Inspection Station Regulations, as amended;	...in cases where buses are removed from service, the District is to be notified immediately;	Diff.
5.1 i.	1.(i)			Same
5.1 j.	1.(u)			Same
5.1 k.	1.(w)			Same
5.1 l.	1.(y)			Same
5.1 m.	1.(x)			Same
5.1 n.	1.(v)			Same
5.2 District's Rights in the Event of Driver's Breach of Contract Conditions		The District, in its sole discretion, but nevertheless acting reasonably under the circumstances, reserves the right to cause the Contractor to remove a Driver, either on a temporary or permanent basis, from providing any services to the District, and the Contractor agrees to forthwith effect such removal.		New
5.3 Appointment of Contractor Representative and Transportation Officer	1.(t.1)	<p>The Contractor shall appoint an individual who will be responsible for representing the Contractor in connection with this Agreement (the "Contractor Representative"). The Contractor Representative shall be available at all reasonable times to the District and, in event of an emergency, after business hours and during weekends, holidays, and outside the school year.</p> <p>The Contractor shall also appoint a person who will be responsible to address day to day transportation matters (the "Transportation Officer"). The Transportation Officer</p>	to appoint a person who will be principally responsible for representing the Contractor in dealing with the District in connection with the provision of services under this Agreement (the "Principal") and the Contractor will ensure the District is promptly notified of the appointment of, and any change in, the Principal at all times during the term of this Agreement;	Diff.

		<p>shall be sufficiently conversant with the operation of the routes governed by this Agreement to assist the District in any adjustment of routes and pick-ups to ensure an optimum transportation service. The Transportation Officer is to assume duties each day at a time no later than the time at which the first student on any route is to be picked up and is to remain on duty in the afternoon until such time as the last student has arrived at his or her destination and all vehicles in service are cleared for that day.</p> <p>The Contractor Representative and the Transportation Officer may be the same individual.</p> <p>The Contractor will ensure the District is promptly notified in writing of the name(s) and contact information, including mobile phone number and e-mail address, of the Contractor Representative and Transportation Officer, and any change thereto, at all times during the term of this Agreement.</p>		
New Contract Reference	Curr-ent Cont-	New wording	Current wording	Same/ Diff. /New

	ract Reference			
Vehicle and Insurance Requirements 5.4a.	1.(c)			Same
5.4b	1.(e)			Same
5.4c	1.(q)			Same
5.4d	1.(f)			Same
5.4e	1.(l)			Same
5.4f	1.(m)			Same
5.4g	1.(n)	To clearly label each bus, on both sides of the bus, with the name of the Contractor with lettering of the name to be not less than 152.4 mm (6 in.) high; and	to clearly label each vehicle with the name of the Contractor. Lettering of the name to be not less than 152.4 mm (6 in) high;	Diff.
5.4h	1.(o)			Same
Documentation Requirements 5.5 a.		All information and certificates required under Article 5.6 in accordance with the requirements set out in Schedules D and E		New
5.5 b. i.	1.(d)			Same
5.5 b. ii.	1.(z)			Same
5.5 b. iii.		A pre-commencement report to the District naming the Driver for each route, the name of all designated spare Drivers, and length of time employed for each;		New
5.5 b. iv.	1.(c)			Same
5.5 b. v.	1.(i)			Same
5.5 b. vi.	1. (p)			Same
5.5 b. vii.	1.(o)			Same
New Contract Reference	Curr-ent Cont-	New wording	Current wording	Same/ Diff. /New

	ract Refer- ence			
5.5 c.		By October 31 st of each school year under this Agreement a driver route data sheet confirming each route description and stop locations as well as Driver(s) name and length of time employed;		New
5.5 d.		By November 30 th of each school year under this Agreement and, as applicable within 90 days of a driver providing service, a certification report stating the name of each Driver for each route and the date of the Driver's certification and certificate expiration for Emergency First Aid, C.P.R. and EpiPen training required under Article 4 and a copy of all applicable certificates;		New
5.6 a. Driver, Employee and Service Provider Qualifications and Criminal Background check	1.(t.3)			Same
5.6 b.	1.(t.4)			Same
5.7 Confidentiality of all information	1.(t.6)	<p>All employees of the Contractor and other persons providing services under this Agreement will be required to sign a Confidentiality Agreement in a format approved by the District in writing.</p> <p>In like manner, all personal information collected about the Contractor, its owners, its directors, officers or employees remains the property of the Contractor and cannot be divulged to any person, persons, or other organizations except as permitted or required under the</p>		New/ Diff.

		provisions of the <i>Access to Information and Protection of Privacy Act</i> (NL).		
New Contract Reference	Current Contract Reference	New wording	Current wording	Same/Diff./New
6.1 Payment to Contractor	2.(a)			Same
6.2a Fuel Price Escalation	2.(b)(i)			Same
6.2b	2.(b)(ii)			Same
6.2c	2.(b)(ii)			Same
6.2d	2.(b)(iv)			Same
6.3 Deduction for failure to provide additional services	2.(c)	The District shall not deduct any monies from the sum payable under Article 6.1 to be paid to the Contractor because a school or schools under the jurisdiction of the District are closed for any reason, except that the District reserves the right to withhold appropriate payment based on the daily rate where the Contractor refuses to provide transportation for additional services required under Article 3.12.	The District covenants with the Contractor that no monies will be deducted from the aforesaid sum to be paid to the Contractor because a school or schools under the jurisdiction of the District are closed for any reason, except in cases where a school or schools are closed in accordance with Article 1(a) of this Agreement, In cases where a school or schools are closed in accordance with Article 1(a) the District reserves the right to withhold appropriate payment where the Contractor refuses to provide transportation for school related activities as required under Article 1(a).	Diff.

New Contract Reference	Curr-ent Contract Reference	New wording	Current wording	Same/ Diff. /New
6.4 Deduction for refusal or failure to provide service		Where in the opinion of the District the Contractor withdraws or refuses to provide service for one or more routes without just cause the District may deduct monies from amounts payable under this Agreement, based on the daily rate, for each route not serviced for each day the service is not provided.		New
6.5 Non-payment for Failure to Provide Documentation		Without affecting early termination rights of the District under Article 2.3 the District reserves the right to withhold all or part of a payment payable to the Contractor under Article 6.1 where the Contractor has failed to provide the District with any documentation required under this Agreement.		New
6.6 No Interest payable	2(d)	No interest is payable on any payment to the Contractor under this Agreement		Same
7.1, Alternate Arrangement by District		In the event of any default by the Contractor, however caused, of any term or condition of this Agreement, the District may, without terminating this Agreement under Article 2.3, provide alternate arrangement for transportation for the students affected by such default and charge any incremental cost of such alternate transportation to the Contractor at the daily rate specified in the current Agreement between the District and any such Contractor chosen to provide the alternate transportation and/or deduct such costs from moneys then owing or in the future to be owing under this Agreement to the Contractor by the District.		New
New Contract Reference	Curr-ent	New wording	Current wording	Same/

	Contract Reference			Diff. /New
8.1 Contractor and Driver actions in events of accidents	1. (j)	In addition to requiring drivers to fulfill their obligations under the <i>Highway Traffic Act</i> and all Regulations thereunder in respect of accidents, the Contractor shall: <ul style="list-style-type: none"> a. Render such immediate assistance as may be dictated by the circumstances; and b. Inform the school Administrator and the District forthwith; and c. In the case of a vehicle accident occurring while students are in transit submit to the District, within forty eight (48) hours, a detailed written report and, in the case of a vehicle accident occurring while students are not in transit, submit to the District a written report within the time and containing such information as requested by the District. 	to report any and all accidents to the District immediately;	Diff.
9.1a Timing and delivery of notices		Where notifications, permissions or authorizations are sought or given by either the District or the Contractor, these may be sent, subject to the timing constraints associated with such notification, permission or authorization in any or all of the following ways: <ul style="list-style-type: none"> a. By prepaid registered post mailed at a post office in the Province of Newfoundland and Labrador. Such notice shall be deemed to have been received on the third (3rd) business day following the day of mailing; 		New

		<p>b. Notice shall also be deemed to have been given to the District, if and when the same is delivered to the District at the address specified in Schedule G, and to the Contractor, if and when the same is delivered to any adult person employed by or connected with the Contractor and present at the address specified in Schedule G. Such notice, if delivered, shall be deemed to have been given and received at the time of such delivery. In the event of an interruption in postal service, all notices shall be delivered personally; and</p> <p>c. Notice shall also be deemed to have been given where the sender sends such notification by e-mail and receives acknowledgement of the e-mail from the recipient. Such notice shall be deemed to have been given and received at the time of receipt of the acknowledgement. It is the responsibility of the sender to secure an acknowledgement before assuming safe and timely delivery.</p> <p>For the purposes of these notices, key contacts and addresses are included in Schedule G.</p>		
New Contract Reference	Curr-ent	New wording	Current wording	Same/

	Contract Reference		Diff. /New
10.1 Independent Contractor		For the purposes of this Agreement, the Contractor shall be deemed in all respects to be an independent contractor, and in no event shall it be deemed to be an employee or agent of the District or the Minister.	New
10.2a Contractor Representation and Warranties		<p>The Contractor represents and warrants to the District that:</p> <ul style="list-style-type: none"> a. No person, firm or corporation, other than the Contractor, operating in accordance with all of the terms and conditions of this Agreement and with the written approval and consent of the District, has any interest in this Agreement; and b. In performance of this Agreement, the Contractor shall comply with all applicable laws and regulations and obtain and maintain all required licenses, permits and approvals which are required by any regulatory authority. <p>If the Contractor is a limited liability partnership, the Contractor agrees to notify the District in writing of any change in the composition of the limited liability partnership and to provide details of such revised limited liability partnership structure as the District may require.</p> <p>If the Contractor is a sole proprietorship, the Contractor agrees to notify the District in writing of any change in the manner in which the Contractor carries on business and to</p>	New

		provide details of such revised business structure as the District may require.		
New Contract Reference	Current Contract Reference	New wording	Current wording	Same/ Diff. /New
10.3 Indemnification by the contractor	1.(h)	For the consideration set out herein, the Contractor, for itself, its heirs, executors, administrators, successors and assigns shall indemnify and hold harmless the District, its successors and assigns, from any and all manner of damage or injury, claims, suits, costs, expenses or damages whether direct or indirect, compensatory or otherwise, arising out of or incurred by reason of the transportation services provided by the Contractor under this Agreement and, in particular and without limiting the generality of the foregoing, arising out of the breach by the Contractor or by those for whom the Contractor is at law responsible, of any of their respective obligations under this Agreement. In addition, the Contractor shall indemnify and hold harmless the District against any claim, suits, costs, expenses or damages whether direct or indirect, compensatory or otherwise arising out of the awarding of this contract to the Contractor.	to indemnify and keep indemnified the District from and against all claims and demands, actions, suits, and proceedings by any person, firm, company or other legal entity for or in respect of any injuries to persons or property arising out of the operation of any bus used in the transportation service;	Diff.
10.4 No Assignment or Subcontracting		The Contractor shall not assign this Agreement or subcontract any of the services to be provided hereunder without the prior consent in writing of the District, which consent may be arbitrarily withheld. Failure to obtain the District's consent in writing to assign this Agreement to a new owner will render the Agreement null and void at the		New

		District's sole discretion if the change(s) in ownership is/are unacceptable to the District.		
New Contract Reference	Current Contract Reference	New wording	Current wording	Same/Diff./New
10.5 Amendments to the agreement		Any of the terms of this Agreement may only be amended in writing by the mutual consent of the District and the Contractor.		New
10.6 Successors and Permitted Assigns		This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.		New
10.7 Governing Law		This Agreement shall be construed and interpreted in accordance with the laws of Newfoundland and Labrador and the laws of Canada as applicable thereto. Each party understands, covenants and agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement shall be brought solely and exclusively in the Supreme Court of Newfoundland and Labrador, Province of Newfoundland and Labrador.		New
10.8 Survival		All representations, covenants, warranties, indemnities and limitations of liability set out in this Agreement shall survive the termination or expiry of this Agreement.		New
10.9 Non-waiver		No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach of any other provision of this Agreement. No provision of this		New

		Agreement shall be deemed to be waived and no breach excused, unless such waiver or the consent excusing the breach is in writing and signed by the Party that is purported to have given such waiver or consent. No delay or omission on the part of either Party to this Agreement to avail itself of any right it may have under this Agreement shall operate as a waiver of any such right. No waiver or failure to enforce any of the provisions of this Agreement shall in any way affect the validity of this Agreement or any part thereof.		
New Contract Reference	Current Contract Reference	New wording	Current wording	Same/ Diff. /New
10.10 Agreement Precedence		<p>In the event of a conflict between any of the terms of this Agreement or as applicable, between the provisions of the Contractor's response to the District's Invitation to Tender for services provided under this Agreement (the "Tender") and any of the terms of this Agreement the document order of precedence shall be as follows:</p> <ul style="list-style-type: none"> a. Any amendments to this Agreement made in accordance with Article 10.5; b. This Agreement; c. Any Schedules to this Agreement; <p>and, as applicable,</p>		New

		<p>d. The certifications provided by the Contractor in response to the Tender;</p> <p>e. The Contractor's submitted response to the Tender.</p>		
New Contract Reference	Current Contract Reference	New wording	Current wording	Same/ Diff. /New
10.11 Reports		Any report required under this Agreement shall be provided in the format stipulated by the District to the key contact and address indicated in Schedule G.		New
10.12 Important Dates		For ease of reference, a schedule with important dates is provided in Schedule H. In the event of any conflict between this schedule and the Agreement, the latter shall prevail.		New
10.13 Article Headings		The division of this Agreement into Articles, Paragraphs and Subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The Article and Paragraph headings in this Agreement are not intended to be full or accurate descriptions of the text to which they refer.		New
10.14 Rights Cumulative		The rights and remedies of the parties to this Agreement are cumulative and are in addition to and not in substitution for any rights and remedies provided by law.		New
10.15 Time of Essence		Time shall be deemed of the essence in the performance of the obligations of this Agreement.		New

New Contract Reference	Current Contract Reference	New wording	Current wording	Same/ Diff. /New
10.16 Signing in Counterparts		This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No party will be bound to this Agreement unless and until all parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either party shall be deemed to be an original.		New
Schedule A	2.(a)			Same
Schedule B		Safety Program Requirements (District to list courses, dates, frequency, required hours)		New
Schedule C		Transportation Policies, Procedures and Directives of the District and Minister (District to list url / web address for all documents)		New
Schedule D	Schedule B			Same
Schedule E	Schedule C			Same
Schedule F		Confidentiality Requirements of the Contractor		New
Schedule G		Key Contacts (District to complete)		New
Schedule H		Important Dates (Listing of contract requirements by important dates for convenience)		New