

<b>Policy Name:</b>	Food Services
<b>Originating/Responsible Department:</b>	University Services
<b>Approval Authority:</b>	Senior Management Committee
<b>Date of Original Policy:</b>	June 9, 1998
<b>Last Updated:</b>	November 2015
<b>Mandatory Revision Date:</b>	November 2020
<b>Contact:</b>	Assistant Vice-President (University Services)

## **POLICY**

The University and its Food Services Contractor shall undertake the provision of Food Services at the University. Any other continuing arrangement for the provision of Food Services at the University must be authorized by the Vice-President (Finance and Administration). Food Services also includes the provision of beverages on campus.

## **PURPOSE**

To ensure the appropriate provision of Food Services at the University, and to guarantee that any continuing arrangement for the provision of Food Services at the University is authorized by the appropriate authority.

## **SCOPE**

This policy applies to Food Services at the University.

## **PROCEDURE**

The Assistant Vice-President (University Services) may grant exemptions to the policy on a per event basis if the following conditions are met:

1. The Contractor cannot provide the service requested or declines to do so,
2. The organization or person making the request obtains and maintains during the time the exemption is granted:
  - a. all permits, approvals and licenses necessary to operate the food services to be provided;
  - b. liability insurance in the amount of \$1,000,000 for the service of food for the time of exemption, with the University as one of the named insureds;
3. A "hold harmless" agreement with the University that releases the University from any liability flowing from the service of food covered by the exemption.

4. Where an exemption is granted, all public health regulations and University policies must be adhered to and food handlers must be trained to handle food.

Any request to waive all or any of these conditions or to review or appeal the decision of the Assistant Vice-President (University Services) shall be made to the Vice-President (Finance and Administration), who shall have the final authority to decide whether any or all conditions be waived, or an appeal be granted.

**Sample of a Hold Harmless Agreement:**

"In consideration of the University permitting (name of user) to provide the food and food service for the event, (name of user) undertakes and agrees to indemnify and save harmless the University, its officers, directors and employees from all liabilities, suits, claims, costs, fines and actions of any kind, including such for personal injury or death, resulting from the food and service thereof, or from the breach by (name of user) of any applicable law, regulation or ordinance; and to obtain and keep in force, at its sole cost and expense, insurance coverage for general liability, product liability, and such additional perils as the University may require, to an amount of no less than \$5,000,000, or as specified by the Manager of Risk and Insurance, and in which the University is an additional named insured, as its interest may appear".

**Contacts:**

Assistant Vice-President (University Services)

**Links to related Policies:**

N/A