
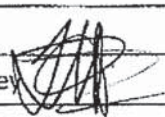





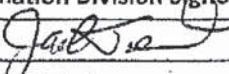
Ministry of
Citizens' Services

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 Issued on October 27, 2010.

ITP 0002	Assignment Description: Open Information Development Project and supporting resources		Change Order No: CO-010 <i>(number obtained from list)</i>
Project No.:	11-060	Project Name:	Open Information Development Project
Resource Type/Rate:	Senior Project Manager		120.00/hour
	Senior Business Analyst		105.00/hr
	Business Analyst/Project Coordinator		90.00/hr
Maximum Amount Payable:	<p>\$157,500.00 CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following: Senior Project Manager 500 hrs x \$120.00/hr = \$60,000.00 Senior Business Analyst 500 hrs x \$105.00/hr = \$52,500.00 BA/Project Coordinator 500 hrs x \$ 90.00/hr = \$45,000.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) EWAS (Enterprise-wide Application Services) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	<i>December 13, 2010</i>	Assignment End:	<i>March 31, 2011</i>
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <ol style="list-style-type: none"> 1. Senior Business Analyst PM – Graeme McNeil 2. Senior Business Analyst – Trish Reimer 3. Business Analyst /Project Coordinator – Danna Suntok 		
Reviewed by:			
Director PMO, BaWT	 Signature: Fran Morrison		Date: <i>Dec 20/2010</i>
Director EWAS	 Signature: Terry Whitney		Date: <i>Dec 20/2010</i>



Contractor Sign off		
Consulting Director, Sierra systems Group	 Signature: Roger Fabi	Date: Dec 20, 2010
Business and Workforce Transformation Division Signoff		
Director, Finance and Administration	 Signature: Jack Taekema	Date: Dec 20/10
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement .

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and include data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Online Channel Office, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-010

Services and Deliverables:

Project Management:

File Name: ITP 0002- CO010

Page 2 of 5

The Services and Deliverables for the Senior Project Manager include:

- Leading a team with members from EWAS and OCO to meet the relevant objectives and commitments of the project.
- Prepare and maintain project management documentation including project plans, schedules and status reports.
- Ensure project management documents are drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.
- Ensure product documentation is drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.
- Ensure project issues, risks and changes are appropriately documented, tracked, approved, updated and/or maintained as required to ensure the project meets its objectives.
- Manage and maintain change requests/budget requests including cost estimates, schedules, resources, deliverables and inter-dependencies
- Ensure EWAS and BaWT interests are represented in the overall communications plan and project governance processes; participate in the development and implementation to facilitate ongoing co-ordination of the diverse stakeholders.
- Deliverables
 - Master project plan and supporting MSP project work-plan and BASECAMP work-plans
 - Issues Log and issue management process
 - Risk Register and risk management process
 - Change Control Log and change management process
 - Status Reports
- Province Project Manager Support Service
- This project is one of many that the BaWT Project Management office oversees and reports on. In addition the PMO has responsibility for Resource Management. To ensure the PMO has the required information it needs to support its reporting requirements; the Project Management Support Service involves:
 - Maintaining communications through the Project Management Office.
 - Working through the PMO to ensure resources are brought on and off the project appropriately.
 - Preparing and maintaining project and/or work schedules which include: tasks, assignments, dependencies, milestones, work effort and duration.
 - Measuring and evaluating progress against the project/work schedule.
 - Working through the Project Management Office to address and resolve issues.
 - Attending project status and/or team meetings.

- Submitting weekly status reports to the Project Director, PMO showing: in-progress tasks, completed tasks, tasks due to start within the next two (2) weeks of the status report date, open and potential issues, identified risks and risk mitigation strategies, in-progress and planned change orders.

Business Analysis/Project Coordination

The Services and Deliverables for the Business Analyst/Project Coordinator include:

- Coordinate requirements session meetings for the project.
- Take meeting minutes (including initial analysis of intelligence gathered etc.).
- Draft documents from notes provided by Senior BA, using agreed upon methodologies, models and prioritization techniques (e.g. use cases).
- Coordinate project processes including change requests, decision requests, and issue and risk management activities and logs.
- Track progress of the project schedules, budgets and resources; plan and organize status reporting meetings and prepare and distribute reports and documentation to the project managers, project teams and stakeholders as required.
- Coordinate the acceptance and tracking of project deliverables.
- Participate in the development, implementation and updating of Project Management documentation including MS Project Plans, Master Project Plans, Communications Plans and Risk Management Plans.
- Coordinate, track and document project and status meetings and other relevant project management activities.
- Identify issues and risks and raise them to the attention of the senior BA's and project manager.
- Participate in the preparation for stakeholder meetings including securing facilities and/or directing facility procurement.
- Bring closure to the project through sign-offs, transition to operations, ensure all project documentation is appropriately incorporated into the project history library.
- **Deliverables**
 - Detailed business requirements and supporting documentation using agreed upon models and methodologies.
 - Business-process design and supporting documentation as required by the senior BA's.
 - Prioritized requirements list.
 - Test scripts, scenarios, cases.

Senior Business Analyst to backfill EWAS Operations and other Project Commitments:

The Services and Deliverables for the Senior Business Analyst for EWAS includes:

- Conform to existing ITIL service management processes in use in the work unit.
- Concurrently manage a variety of applications / services.
- Coordinate User Group Meetings comprised of representatives from multiple ministries (booking location, agenda, minutes and records of decisions, meeting facilitation, etc.).
- Develop project plans and coordinate implementation for upgrades to applications / services (providing direction to small project teams).
- Identify and document business situations that require technical solutions and provide analytical support for development, maintenance and enhancement of specific applications / services.
- Assist in the development, testing and implementation of application / service enhancements/bug fixes to meet new or changing user needs.
- Provide Tier 3 support for applications/services Conduct workshops/interviews with business staff/managers to capture needs and requirements in a structured manner using agreed upon models, methodologies and prioritization techniques.
- Review and / or participate in the development of detailed acceptance test plans.
- Negotiate client branch resources and plan acceptance test processes.
- Oversee and conduct acceptance testing activities and record deficiencies and issues.
- Coordinate remediation activities for applications as needed.
- Obtain client or sponsor approval/sign-off to implement.
- Provide ongoing support to users by monitoring application performance, identifying problems, initiating corrective actions and recommending improvements.
- On behalf of their designated applications / services, represent the work unit in corporate initiatives such as server refresh or U3 where participation in requirements confirmation, implementation, initial and final testing (for example) will be required.
- Under the direction of branch management, facilitate and contribute to designated quality management initiatives such as (but not limited to) retroactive creation of meta data and data models for selected applications.
- **Deliverables**
 - Status reports.
 - Change logs.
 - Issues logs.
 - Risk registers.
 - Decision logs.
 - Meeting minutes/action items.
 - Properly filed and labelled project documentation.



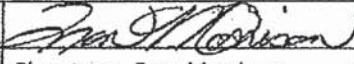


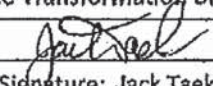
Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 Issued on October 27, 2010.

ITP 0002	Assignment Description: Open Information Development Project and supporting resources		Change Order No: CO-010A2 <i>AMENDMENT2 - Additional hours added for testing.</i>
Project No.:	11-060	Project Name:	Open Information Development Project
Resource Type/Rate:	Senior Project Manager		120.00/hour
	Senior Business Analyst		105.00/hr
	Business Analyst/Project Coordinator		90.00/hr
	Additional Project Coordinator - Jan 19-Mar 31		75.00/hr
Maximum Amount Payable:	<p>\$162,000.00CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Senior Project Manager 500 hrs x \$120.00/hr = \$60,000.00 Senior Business Analyst 500 hrs x \$105.00/hr = \$52,500.00 Business/Project Coordinator 350 hrs x \$ 90.00/hr = \$31,500.00 Additional Project Coordinator (Jan-Mar) 240 hrs x \$ 75.00/hr = \$18,000.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) EWAS (Enterprise-wide Application Services) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.</p>		
Summary of Amendment Changes:	<p>Amendment 1:</p> <ul style="list-style-type: none">• Second project coordinator added to assist on the project (240 hrs) start date of Jan.19, 2011.• Reduction in the hours allotted to Danna by 200 hrs.• Maximum amount for Change Order remains the same.		
	<p>Amendment 2:</p> <ul style="list-style-type: none">• Additional 50 hours added to contract for Danna Suntok in BA role bringing hours from 300 to 350.		



Ministry of
Citizens Services

	<ul style="list-style-type: none">Budget Increased by \$4,500 to a total aggregate of \$162,000.00Change effective March 7, 2011.		
Assignment Start:	December 13, 2010	Assignment End:	March 31, 2011
Key Personnel:	The key personnel assigned by the Contractor to provide the Services for this Assignment are: <ol style="list-style-type: none">1. Senior Business Analyst PM – Graeme McNeil2. Senior Business Analyst – Trish Relmer3. Business Analyst /Project Coordinator– Danna Suntok4. Project Coordinator (Jan. 20-Mar. 31) – Tracy Laramée		
Reviewed by:			
Director PMO, BaWT		Date:	Mar 10, 2011
	Signature: Fran Morrison		
Director EWAS		Date:	Mar. 10 / 11
	Signature: Terry Whitney		
Contractor Sign off			
Consulting Director, Sierra systems Group		Date:	MAR 9, 2011
	Signature: Roger Fabi		
Business and Workforce Transformation Division Signoff			
Director, Finance and Administration		Date:	Mar 10 / 11
	Signature: Jack Taekema		
Signed Original: (scanned, filed & copy to Contractor)			Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and include data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Corporate Data and Web Services, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-010A2

Services and Deliverables:

Project Management:

The Services and Deliverables for the Senior Project Manager include:

- Leading a team with members from EWAS and OCO to meet the relevant objectives and commitments of the project.
- Prepare and maintain project management documentation including project plans, schedules and status reports.
- Ensure project management documents are drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.
- Ensure product documentation is drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.
- Ensure project issues, risks and changes are appropriately documented, tracked, approved, updated and/or maintained as required to ensure the project meets its objectives.
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- **Deliverables**
 - Master project plan and supporting MSPProject work-plan and BASECAMP work-plans
 - Issues Log and issue management process
 - Risk Register and risk management process

- Change Control Log and change management process
 - Status Reports
- **Province Project Manager Support Service**
- This project is one of many that the BaWT Project Management office oversees and reports on. In addition the PMO has responsibility for Resource Management. To ensure the PMO has the required information it needs to support its reporting requirements; the Project Management Support Service involves:
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 - Working through the PMO to ensure resources are brought on and off the project appropriately.
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 - Attending project status and/or team meetings.
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The Services and Deliverables for the Business Analyst/Project Coordinator include:

- Coordinate requirements session meetings for the project.
- Take meeting minutes (including initial analysis of intelligence gathered etc.).
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- Coordinate, track and document project and status meetings and other relevant project management activities.
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- Participate in the preparation for stakeholder meetings including securing facilities and/or directing facility procurement.
- Bring closure to the project through sign-offs, transition to operations, ensure all project documentation is appropriately incorporated into the project history library.
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 - Business-process design and supporting documentation as required by the senior BA's'.
 - Prioritized requirements list.
 - Test scripts, scenarios, cases.

Senior Business Analyst to backfill EWAS Operations and other Project Commitments:

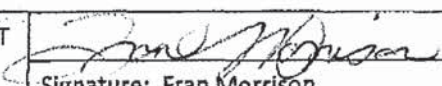
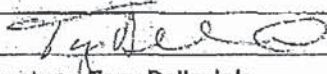
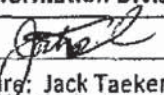
The Services and Deliverables for the Senior Business Analyst for EWAS includes:

- Conform to existing ITIL service management processes in use in the work unit.
- Concurrently manage a variety of applications / services.
- Coordinate User Group Meetings comprised of representatives from multiple ministries (booking location, agenda, minutes and records of decisions, meeting facilitation, etc.).
- Develop project plans and coordinate implementation for upgrades to applications / services (providing direction to small project teams).
- Identify and document business situations that require technical solutions and provide analytical support for development, maintenance and enhancement of specific applications / services.
- Assist in the development, testing and implementation of application / service enhancements/bug fixes to meet new or changing user needs.
- Provide Tier 3 support for applications/services Conduct workshops/interviews with business staff/managers to capture needs and requirements in a structured manner using agreed upon models, methodologies and prioritization techniques.
- Review and / or participate in the development of detailed acceptance test plans.
- Negotiate client branch resources and plan acceptance test processes.
- Oversee and conduct acceptance testing activities and record deficiencies and issues.
- Coordinate remediation activities for applications as needed.
- Obtain client or sponsor approval/sign-off to implement.

- Provide ongoing support to users by monitoring application performance, identifying problems, initiating corrective actions and recommending improvements.
- On behalf of their designated applications / services, represent the work unit in corporate initiatives such as server refresh or U3 where participation in requirements confirmation, implementation, initial and final testing (for example) will be required.
- Under the direction of branch management, facilitate and contribute to designated quality management initiatives such as (but not limited to) retroactive creation of meta data and data models for selected applications.
- **Deliverables**
 - Status reports.
 - Change logs.
 - Issues logs.
 - Risk registers.
 - Decision logs.
 - Meeting minutes/action items.
 - Properly filed and labelled project documentation.

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an Initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Project Management		Change Order No: CO-011 <i>(number obtained from list)</i>
Project No.:	11-059	Project Name: Open Data - DataBC	
	11-061	Project Name: Internet - gov.bc.ca	
Resource Type/Rate:	Senior Project Manager	130.00/hour	
Maximum Amount Payable:	<p><u>\$65,000.00</u> CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following: Senior Project Manager 500 hrs x \$130.00/hr = \$65,000.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and CGI and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	December 13, 2010	Assignment End:	March 31, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are: <i>(if multiple outline anticipated division of work load)</i></p> <p>1. Senior Project Manager - Sam Thimot</p>		
Reviewed by:			
Director PMO, BaWT	 Signature: Fran Morrison		Date: Dec 22, 2010
Contractor Sign off			
Director Consulting Services, CGI	 Signature: Tony Dellaviola		Date: 2010-12-20
Business and Workforce Transformation Division Signoff			
Director, Finance and Administration	 Signature: Jack Taekema		Date: Dec 22/10
Signed Original: <i>(scanned, filed & copy to Contractor)</i>			Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date, Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to be provided each week on Tuesday morning and includes data as at the end of the previous Friday.
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca, Ministry of Citizens' Services, Online Channel Office, P.O. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-011

Services and Deliverables:

Project Management:

The Services and Deliverables for the Senior Project Manager include:

- Leading a team with members from BaWT to meet the relevant objectives and commitments of the project.
- Prepare and maintain project management documentation including project plans, schedules and status reports.
- Ensure project management documents are drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.

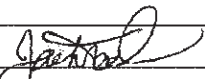
- Ensure product documentation is drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.
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- Manage and maintain change requests/budget requests including cost estimates, schedules, resources, deliverables and inter-dependencies
- **Deliverables**
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 - Risk Register and risk management process
 - Change Control Log and change management process
 - Status Reports
- **Province Project Manager Support Service**
- This project is one of many that the BaWT Project Management office oversees and reports on. In addition the PMO has responsibility for Resource Management. To ensure the PMO has the required information it needs to support its reporting requirements; the Project Management Support Service involves:
 - Maintaining communications through the Project Management Office.
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 - Attending project status and/or team meetings.
 - Submitting weekly status reports to the Project Director, PMO showing: in-progress tasks, completed tasks, tasks due to start within the next two (2) weeks of the status report date, open and potential issues, identified risks and risk mitigation strategies, in-progress and planned change orders.

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Project Management		Change Order No: CO-011A1 <i>Amendment to budget</i>
Project No.:	11-059	Project Name: Open Data - DataBC	
	11-061	Project Name: Internet - gov.bc.ca	
Resource Type/Rate:	Senior Project Manager		130.00/hour
Maximum Amount Payable:	<p>\$71,500.00 CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following: Senior Project Manager 550 hrs x \$130.00/hr = \$71,500.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and CGI and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	December 13, 2010	Assignment End:	March 31, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are: (If multiple outline anticipated division of work load)</p> <p>1. Senior Project Manager - Sam Thimot</p>		
Summary of Amendment Changes:	<p>Amendment 1:</p> <ul style="list-style-type: none"> Additional 50 hours added to contract for Sam Thimot in PM role bringing hours from 500 to 550. Budget increased by \$6,500.00 to a total aggregate of \$71,500.00 Change effective March 10, 2011. 		
Reviewed by:			
Director PMO, BaWT	 Signature: Fran Morrison		Date: <i>March 10, 2011</i>
Contractor Sign off			
Director Consulting Services, CGI	 Signature: Tony Dellaviola		Date: 2011-03-11
Business and Workforce Transformation Division Signoff			



Director, Finance and Administration		
	Signature: Jack Taekema	Date: Mar 11/11
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent In this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and includes data as at the end of the previous Friday.
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca, Ministry of Citizens' Services, Online Channel Office, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-011A1

Services and Deliverables:

Project Management:

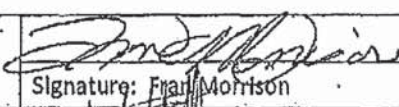


The Services and Deliverables for the Senior Project Manager include:

- Leading a team with members from BaWT to meet the relevant objectives and commitments of the project.

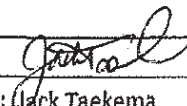
- Prepare and maintain project management documentation including project plans, schedules and status reports.
- Ensure project management documents are drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.
- Ensure product documentation is drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.
- Ensure project issues, risks and changes are appropriately documented, tracked, approved, updated and/or maintained as required to ensure the project meets its objectives.
- Manage and maintain change requests/budget requests including cost estimates, schedules, resources, deliverables and inter-dependencies
- Deliverables
 - Master project plan and supporting MSProject work-plan and BASECAMP work-plans
 - Communications Plan
 - Issues Log and Issue management process
 - Risk Register and risk management process
 - Change Control Log and change management process
 - Status Reports
- Province Project Manager Support Service
- This project is one of many that the BaWT Project Management office oversees and reports on. In addition the PMO has responsibility for Resource Management. To ensure the PMO has the required Information it needs to support its reporting requirements; the Project Management Support Service involves:
 - Maintaining communications through the Project Management Office.
 - Working through the PMO to ensure resources are brought on and off the project appropriately.
 - Preparing and maintaining project and/or work schedules which include: tasks, assignments, dependencies, milestones, work effort and duration.
 - Measuring and evaluating progress against the project/work schedule.
 - Working through the Project Management Office to address and resolve issues.
 - Attending project status and/or team meetings.
 - Submitting weekly status reports to the Project Director, PMO showing: in-progress tasks, completed tasks, tasks due to start within the next two (2) weeks of the status report date, open and potential issues, identified risks and risk mitigation strategies, in-progress and planned change orders.

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Open Information Development Project and supporting resources		Change Order No: CO-012
Project No.:	11-060	Project Name:	Open Information Development Project
Resource Type/Rate:	Quality Assurance Analyst		\$105.00/hr
Maximum Amount Payable:	<p>\$13,125.00CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Quality Assurance Analyst 125 hrs x \$105.00/hr = \$13,125.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) EWAS (Enterprise-wide Application Services) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	January 24, 2011	Assignment End:	March 31, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <p>1. Quality Assurance Analyst – Susan Sadoway</p>		
Reviewed by:			
Director PMO, BaWT	 Signature: Fran Morrison		Date: Jan 29 2011
Director EWAS	 Signature: Terry Whitney		Date: Jan. 25/11
Contractor Sign off			
Consulting Director, Sierra systems Group	 Signature: Roger Fabi		Date: Jan 20, 2011
Business and Workforce Transformation Division Signoff			



Director, Finance and Administration	 Signature: Jack Taekema	Date: Jan 26/11
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date, Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to be provided each week on Tuesday morning and include data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Online Channel Office, P.O. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-012

Services and Deliverables:

Quality Assurance Analyst

- Responsible for overall product quality management
- Create test plan, test scripts, define and document test cases
- Define and perform and/or oversee test activities Tests products and processes to establish functionality and effectiveness and to ensure the products meet the business requirements
- Determine what modifications are needed after testing
- Designs, develops and reviews test processes


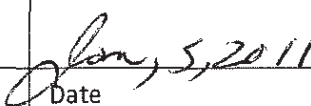
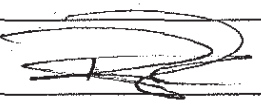
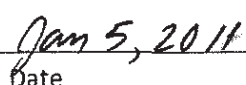
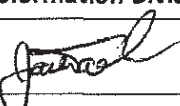

- Develops and plans change implementation with the Project Manager and team leads.

Deliverables:

- Test Plan, Test scripts and test cases
- Documented results and observations after inspections and audits

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: User Experience Designer for Government 2.0 Projects		Change Order No: CO-013
Project No.:	11-060	Project Name:	OpenInfo
Resource Type/Rate:	User Experience Designer		105.00/hour
Maximum Amount Payable:	<p>\$31,500.00 CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following: User Experience Designer 300 hrs x \$105.00/hr = \$31,500.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	<u>January 5, 2011</u>	Assignment End:	<u>March 31, 2011</u>
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <ol style="list-style-type: none"> 1. User Experience Designer – Amy Williamson 		
Reviewed by:			
Director PMO, Business & Workforce Transformation	 Signature: Fran Morrison		 Date: Jan 5, 2011
Contractor Sign off			
Consulting Director, Sierra systems Group	 Signature: Roger Fabi		 Date: Jan 5, 2011
Business and Workforce Transformation Division Signoff			
Director, Finance and Administration, Business & Workforce Transformation	 Signature: Jack Taekema		 Date: Jan 5/11

Signed Original: (scanned, filed & copy to Contractor)

Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement .

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "**Billing Period**").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and includes data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; , Ministry of Citizens' Services, Online Channel Office, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-013

Services and Deliverables:

User Experience Designer:

Major Tasks

- Translating business requirements into meaningful interactive experiences
- Easing the usability and find-ability of the solution and optimizing the conversion process from new to experienced user
- Develop and document detailed user experience specifications including: mockups, wireframes, use cases other documents Collaboratively develop prototypes for demonstration of concepts and interactions
- Leading user research, concept testing, and usability testing
- Creating the information architecture and interaction design for the solution


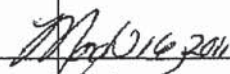
Deliverables

- Web strategy
- Usability study report
- Wireframes
- Mockups
- User interaction documentation

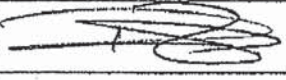
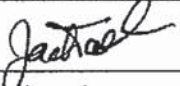


Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: User Experience Designer for Government 2.0 Projects		Change Order No: <u>CO-013A2</u> Amendment
Project No.:	Various AMENDED	Project Name:	Various AMENDED
Resource Type/Rate:	User Experience Designer		105.00/hour
Maximum Amount Payable:	<u>\$36,750.00</u> CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following: 11-061 Gov BC User Experience Designer 350 hrs x \$105.00/hr = \$36,750.00 Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.		
Assignment Start:	<u>January 5, 2011</u>	Assignment End:	<u>March 31, 2011</u>
Key Personnel:	The key personnel assigned by the Contractor to provide the Services for this Assignment are: 1. User Experience Designer – Amy Williamson		
Summary of Amendment Changes:	Amendment 1: <ul style="list-style-type: none">Change to project assignment Amendment 2: <ul style="list-style-type: none">Update to project assignmentAdditional 50 hours added to Change Order.Maximum Amount Payable value on change order adjusted from \$31,500.00 to \$36,750.00 an addition of \$5,250.00Amendment Date March 15, 2011		
Reviewed by:			
Director PMO, Business & Workforce Transformation	 Signature: Fran Morrison		 Date
Contractor Sign off			



Consulting Director, Sierra systems Group		<i>MAR 16 2011</i>
	Signature: Roger Fabi	Date
Business and Workforce Transformation Division Signoff		
Director, Finance and Administration, Business & Workforce Transformation		<i>Mar 16/11</i>
	Signature: Jack Taekema	Date:
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement .

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and includes data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Online Channel Office, P.O. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-013A2

Services and Deliverables:

User Experience Designer:

Major Tasks

- Translating business requirements into meaningful interactive experiences
- Easing the usability and find-ability of the solution and optimizing the conversion process from new to experienced user
- Develop and document detailed user experience specifications including: mockups, wireframes, use cases other documents Collaboratively develop prototypes for demonstration of concepts and interactions
- Leading user research, concept testing, and usability testing
- Creating the information architecture and interaction design for the solution

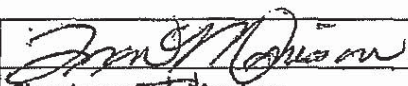
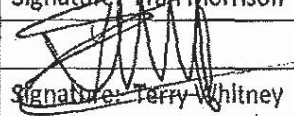
Deliverables

- Web strategy
- Usability study report
- Wireframes
- Mockups
- User interaction documentation



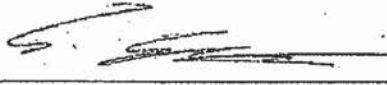
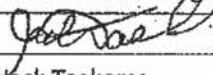
Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement-of-Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an Initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 Issued on October 27, 2010.

ITP 0002	Assignment Description: Open Information Development Project and supporting resources		Change Order No: CO-014 <i>(number obtained from list)</i>
Project No.:	11-060	Project Name:	Open Information Development Project
Resource Type/Rate:	Level One Developer		\$115.00/hour
	Level Two Developer		\$105.00/hour
Maximum Amount Payable:	<p>\$99,000.00 CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Level One Developer 450 hrs x \$115.00/hr = \$51,750.00 Level Two Developer 450 hrs x \$105.00/hr = \$47,250.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) EWAS (Enterprise-wide Application Services) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	<i>January 17, 2011</i>	Assignment End:	<i>March 31, 2011</i>
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <ol style="list-style-type: none">1. Level One Developer – Ralph Gabriel2. Level Two Developer – Nancy Schrader		
Reviewed by:			
Director PMO, BaWT	 Signature: Fran Morrison		Date: <i>Jan. 14/11</i>
Director EWAS	 Signature: Terry Whitney		Date: <i>Jan. 17/11</i>
Contractor Sign off			



Ministry of
Citizens' Services

Consulting Director, Sierra Systems Group		Date: Jan 14, 2011
Signature: Sonya Strong for Roger Fabi		
Business and Workforce Transformation Division Signoff		
Director, Finance and Administration		Date:
Signature: Jack Taekema		Date:
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an Interim report (same format) is to provided each week on Tuesday morning and include data as at the end of the previous Friday. (attached)
3. The weekly Interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Online Channel Office, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-014

Services and Deliverables:

One Level One Developer & One Level Two Developer

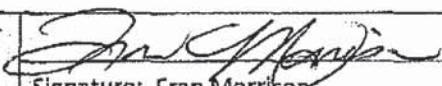
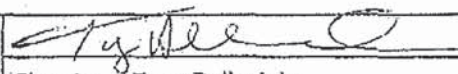
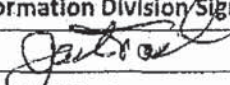
- full-time developers to develop the required application components.
- 100% to March 31, 2011
- 3+ years .NET programming experience, preferably in Visual Basic.NET
- 1-3 years COM programming experience, preferably in a .NET environment
- 3+ years Oracle database experience
- Experience parsing and writing XML documents
- Experience creating Web Services in a .NET environment
- Experience creating console applications or Windows Services in a .NET environment

Deliverables:

- Work estimates
- Work assignments
- Technical design reports and/or input into sections of
- Source code and executables
- Test results reports for unit and/or systems integration testing describing testing activities, test cases
- Application maintenance turnover package including guidelines and instructions to install, operate and administer the implemented source code and executables

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Open Data Project and supporting resources		Change Order No: CO-015 (number obtained from list)
Project No.:	11-059	Project Name:	Open Data Project
Resource Type/Rate:	Business Analyst		\$90.00/hour
Maximum Amount Payable:	<p><u>\$27,000.00</u> CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Business Analyst 300 hrs x \$90.00/hr = \$27,000.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and CGI, then finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	January 11, 2011	Assignment End:	March 31, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <p>1. Business Analyst – Joanne Hutniak</p>		
Reviewed by:			
Director PMO, BaWT	 Signature: Fran Morrison		Date: Jan. 12/11
Contractor Sign off			
Consulting Director, CGI	 Signature: Tony Dellaviola		Date: 2011-01-12
Business and Workforce Transformation Division Signoff			
Director, Finance and Administration	 Signature: Jack Taekema		Date:
Signed Original: (scanned, filed & copy to Contractor)			Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and include data as at the end of the previous Friday. (attached)
3. The weekly Interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca., Ministry of Citizens' Services, Online Channel Office, P.O. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-012

Services:

The contractor will provide business analysis services to the Open Data Project team, serving both its Solution Delivery and Business Engagement streams. Services will include but not be limited to:

1. Design session facilitation to support the development of detailed solution designs, or the making of detailed design decisions in the context of structured meetings to be arranged by the contractor;
2. The production of design deliverables as required arising from the above or other ad hoc discussions;
3. The provision of research services pertaining to reference solutions, best practices, etc. relevant to the solution;
4. The provision of research services pertaining to potential data provider target datasets, information products and distribution channels;
5. Support to data provider outreach and business discussion meetings, including discussion facilitation as required;

6. Analysis support to the development of a business model for the solution including the production of relevant deliverables; and
7. Support to the joint project leadership and management team in terms of assisting with the execution of project management and control processes as required.

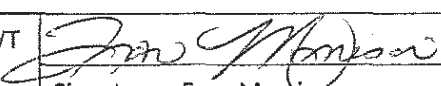
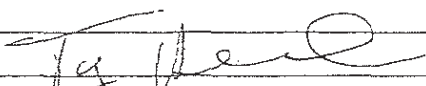
Deliverables:

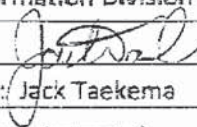
The contractor will provide the following deliverables including but not limited to:

- Formal design documentation;
- Solution design or architectural diagrams;
- Design decision notes and decision log updates;
- Research summary findings documents and associated analysis and recommendations content;
- Meeting summaries;
- Business modeling documentation including user interaction diagrams or other business definition or analysis components as required; and
- General information or decision notes pertaining to project management level decisions including Steering Committee presentations or other as may be required.

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Open Data Project and supporting resources		Change Order No: CO-015A1 Amendment to add additional/hours/budget
Project No.:	11-059	Project Name:	Open Data Project
Resource Type/Rate:	Business Analyst		\$90.00/hour
Maximum Amount Payable:	<p><u>Amended budget \$38,700.00</u> from 27,000.00 CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Business Analyst 430 hrs x \$90.00/hr = \$38,700.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and CGI, then finalized in a signed amendment to this Change Order.</p>		
Summary of Amendment Changes:	<p>Amendment 1:</p> <ul style="list-style-type: none"> • Additional 130 hours added to Change Order. • Maximum Amount Payable value on change order adjusted from 27,000.00 to \$38,700.00 an addition of \$11,700.00 • Amendment Date Feb. 10, 2011 		
Assignment Start:	January 11, 2011	Assignment End:	March 31, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <ol style="list-style-type: none"> 1. Business Analyst – Joanne Hutniak 		
Reviewed by:			
Director PMO, BaWT	 Signature: Fran Morrison		Date: Feb 8, 2011
Contractor Sign off			
Consulting Director, CGI	 Signature: Tony Delaviola		Date: 2011-02-17

Business and Workforce Transformation Division Signoff		
Director, Finance and Administration		Feb 18/11
	Signature: Jack Taekema	Date:
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and include data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Online Channel Office, P.O. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-015A1

Services:

The contractor will provide business analysis services to the Open Data Project team, serving both its Solution Delivery and Business Engagement streams. Services will include but not be limited to:

1. Design session facilitation to support the development of detailed solution designs, or the making of detailed design decisions in the context of structured meetings to be arranged by the contractor;

2. The production of design deliverables as required arising from the above or other ad hoc discussions;
3. The provision of research services pertaining to reference solutions, best practices, etc. relevant to the solution;
4. The provision of research services pertaining to potential data provider target datasets, information products and distribution channels;
5. Support to data provider outreach and business discussion meetings, including discussion facilitation as required;
6. Analysis support to the development of a business model for the solution including the production of relevant deliverables; and
7. Support to the joint project leadership and management team in terms of assisting with the execution of project management and control processes as required.

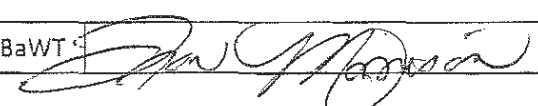
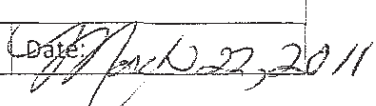
Deliverables:

The contractor will provide the following deliverables including but not limited to:

- Formal design documentation;
- Solution design or architectural diagrams;
- Design decision notes and decision log updates;
- Research summary findings documents and associated analysis and recommendations content;
- Meeting summaries;
- Business modeling documentation including user interaction diagrams or other business definition or analysis components as required; and
- General information or decision notes pertaining to project management level decisions including Steering Committee presentations or other as may be required.

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Open Data Project and supporting resources		Change Order No: CO-015A2 Amendment to add additional/hours/budget
Project No.:	11-059	Project Name:	Open Data Project
Resource Type/Rate:	Business Analyst		\$90.00/hour
Maximum Amount Payable:	<p><u>Amended budget</u> \$40,950.00 from \$38,700.00 CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Business Analyst 455 hrs x \$90.00/hr = \$40,950.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and CGI, then finalized in a signed amendment to this Change Order.</p>		
Summary of Amendment Changes:	<p>Amendment 1:</p> <ul style="list-style-type: none"> • Additional 130 hours added to Change Order. • Maximum Amount Payable value on change order adjusted from 27,000.00 to \$38,700.00 an addition of \$11,700.00 • Amendment Date Feb. 10, 2011 <p>Amendment 2:</p> <ul style="list-style-type: none"> • Additional 25 hours added to Change Order. • Maximum Amount Payable value on change order adjusted from \$38,700.00 to \$40,950.00 an addition of \$2,250.00 • Amendment Date March 22, 2011 		
Assignment Start:	January 11, 2011	Assignment End:	March 31, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <ol style="list-style-type: none"> 1. Business Analyst – Joanne Hutniak 		
Reviewed by:			
Director PMO, BaWT			Date:  March 22, 2011



	Signature: <i>Alan Morrison</i>	
Contractor Sign off		
Consulting Director, CGI	<i>NSISON LAM ON BE HALF OF TONY</i> Signature: Tony Bellaviola	Date: <i>Mar 22 / 2011</i>
Business and Workforce Transformation Division Signoff		
Director, Finance and Administration	<i>Jack Taekema</i> Signature: Jack Taekema	Date: <i>Mar 22 / 11</i>
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and include data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Online Channel Office, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-015A2

Services:

The contractor will provide business analysis services to the Open Data Project team, serving both its Solution Delivery and Business Engagement streams. Services will include but not be limited to:

1. Design session facilitation to support the development of detailed solution designs, or the making of detailed design decisions in the context of structured meetings to be arranged by the contractor;
2. The production of design deliverables as required arising from the above or other ad hoc discussions;
3. The provision of research services pertaining to reference solutions, best practices, etc. relevant to the solution;
4. The provision of research services pertaining to potential data provider target datasets, information products and distribution channels;
5. Support to data provider outreach and business discussion meetings, including discussion facilitation as required;
6. Analysis support to the development of a business model for the solution including the production of relevant deliverables; and
7. Support to the joint project leadership and management team in terms of assisting with the execution of project management and control processes as required.

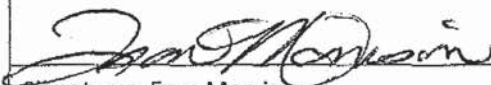

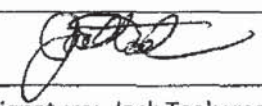
Deliverables:

The contractor will provide the following deliverables including but not limited to:

- Formal design documentation;
- Solution design or architectural diagrams;
- Design decision notes and decision log updates;
- Research summary findings documents and associated analysis and recommendations content;
- Meeting summaries;
- Business modeling documentation including user interaction diagrams or other business definition or analysis components as required; and
- General information or decision notes pertaining to project management level decisions including Steering Committee presentations or other as may be required.

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: User Experience Designer for Government 2.0 Projects		Change Order No: CO-016
Project No.:	11-060	Project Name:	OpenInfo
Resource Type/Rate:	User Experience Designer		105.00/hour
Maximum Amount Payable:	<p><u>\$21,000.00</u> CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following: User Experience Designer 200 hrs x \$105.00/hr = \$21,000.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	January 17, 2011	Assignment End:	March 31, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <ol style="list-style-type: none"> 1. User Experience Designer – Aaron Johnson 		
Reviewed by:			
Director PMO, Business & Workforce Transformation	 Signature: Fran Morrison		Date Jan. 14/11
Contractor Sign off			
Consulting Director, Sierra Systems Group	 Signature: Sonya Strong for Roger Fabi		January 14, 2011
			Date
Business and Workforce Transformation Division Signoff			
Director, Finance and Administration, Business & Workforce	 Signature: Jack Taekema		Date:

Transformation		
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement .

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and includes data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Online Channel Office, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-016

Services and Deliverables:

User Experience Designer:

Major Tasks

- Translating business requirements into meaningful interactive experiences
- Easing the usability and find-ability of the solution and optimizing the conversion process from new to experienced user
- Develop and document detailed user experience specifications including: mockups, wireframes, use cases other documents Collaboratively develop prototypes for demonstration of concepts and interactions
- Leading user research, concept testing, and usability testing

- Creating the information architecture and interaction design for the solution

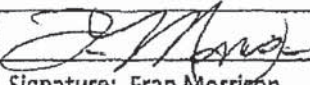
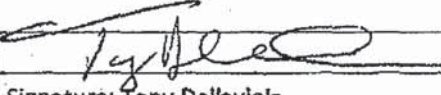
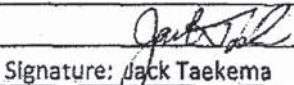
Deliverables

- Web strategy
- Usability study report
- Wireframes
- Mockups
- User interaction documentation



Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Gov 2.0 Development Projects and supporting resources		Change Order No: CO-017
Project No.:	11-059 : 11-061	Project Name:	Open Data / GovBC Redesign
Resource Type/Rate:	Project Coordinator		65.00/hr
Maximum Amount Payable:	<p>\$11,375.00 CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Project Coordinator (11-059) 87.5 hrs x \$ 65.00/hr = \$5687.50 Project Coordinator(11-061) 87.5 hrs x \$ 65.00/hr = \$5687.50</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	January 27, 2011	Assignment End:	March 31, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <p>1. Project Coordinator— Tracy Melia</p>		
Reviewed by:			
Director PMO, BaWT	 Signature: Fran Morrison		Date: Jan 5, 2011
Contractor Sign off			
Consulting Director, CGI	 Signature: Tony Dellaviola		Date: 2011-01-25
Business and Workforce Transformation Division Signoff			
Director, Finance and Administration	 Signature: Jack Taekema		Date: Jan 26/11
Signed Original: (scanned, filed & copy to Contractor)			Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date, Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and include data as at the end of the previous Friday. (attached)
3. The weekly Interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Online Channel Office, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-017

Services and Deliverables:

Project Coordination

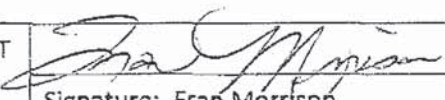
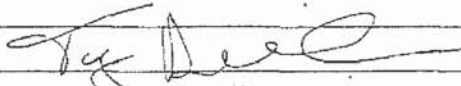
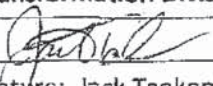
The Services and Deliverables for the Project Coordinator include:

- Coordinate requirements session meetings for the projects.
- Take meeting minutes (including initial analysis of intelligence gathered etc.).
- Draft documents from notes provided by Project Manager, using agreed upon methodologies, models and prioritization techniques (e.g. use cases).
- Coordinate project processes including change requests, decision requests, and Issue and risk management activities and logs.
- Track progress of the project schedules, budgets and resources; plan and organize status reporting meetings and prepare and distribute reports and documentation to the project managers, project teams and stakeholders as required.

- Coordinate the acceptance and tracking of project deliverables.
- Participate in the development, implementation and updating of Project Management documentation including MS Project Plans, Master Project Plans, Communications Plans and Risk Management Plans.
- Coordinate, track and document project and status meetings and other relevant project management activities.
- Identify issues and risks and raise them to the attention of the senior BA's and project manager.
- Participate in the preparation for stakeholder meetings including securing facilities and/or directing facility procurement.
- Assist in closure to the project through sign-offs, transition to operations, ensure all project documentation is appropriately incorporated into the project history library.
- **Deliverables**
 - Status reports.
 - Change logs.
 - Issues logs.
 - Risk registers.
 - Decision logs.
 - Meeting minutes/action items.
 - Properly filed and labelled project documentation.

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Gov 2.0 Development Projects and supporting resources		Change Order No: CO-017A1 <i>Amendment 1 - Additional resource</i>
Project No.:	11-059 : 11-061	Project Name:	Open Data / GovBC Redesign
Resource Type/Rate:	Project Coordinator		65.00/hr
Maximum Amount Payable:	<p>\$11,375.00 CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Project Coordinator (11-059) 87.5 hrs x \$ 65.00/hr = \$5687.50 Project Coordinator(11-061) 87.5 hrs x \$ 65.00/hr = \$5687.50</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	January 27, 2011	Assignment End:	March 31, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <p>1. Project Coordinator— Tracy Melia</p>		
Summary of Amendment Changes:	<p>Amendment 1:</p> <ul style="list-style-type: none"> Added resource Carol-Anne Blore to assist with Project Coordination. No additional hours added; work will be split between resources. 		
Reviewed by:			
Director PMO, BaWT	 Signature: Fran Morrison		Date: Feb 18, 2011
Contractor Sign off			
Consulting Director, CGI	 Signature: Tony Dellaviola		Date: 2011-02-17
Business and Workforce Transformation Division Signoff			
Director, Finance and Administration	 Signature: Jack Taekema		Date: 2011/02/18

Signed Original: (scanned, filed & copy to Contractor)

Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and include data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca, Ministry of Citizens' Services, Online Channel Office, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-017A.1

Services and Deliverables:

Project Coordination

The Services and Deliverables for the Project Coordinator include:

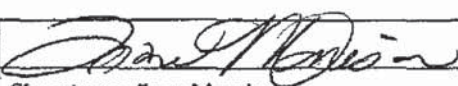
- Coordinate requirements session meetings for the projects.
- Take meeting minutes (including initial analysis of intelligence gathered etc.).
- Draft documents from notes provided by Project Manager, using agreed upon methodologies, models and prioritization techniques (e.g. use cases).
- Coordinate project processes including change requests, decision requests, and issue and risk management activities and logs.

- Track progress of the project schedules, budgets and resources; plan and organize status reporting meetings and prepare and distribute reports and documentation to the project managers, project teams and stakeholders as required.
- Coordinate the acceptance and tracking of project deliverables.
- Participate in the development, implementation and updating of Project Management documentation including MS Project Plans, Master Project Plans, Communications Plans and Risk Management Plans.
- Coordinate, track and document project and status meetings and other relevant project management activities.
- Identify issues and risks and raise them to the attention of the senior BA's and project manager.
- Participate in the preparation for stakeholder meetings including securing facilities and/or directing facility procurement.
- Assist in closure to the project through sign-offs, transition to operations, ensure all project documentation is appropriately incorporated into the project history library.
- Deliverables
 - Status reports.
 - Change logs.
 - Issues logs.
 - Risk registers.
 - Decision logs.
 - Meeting minutes/action items.
 - Properly filed and labelled project documentation.

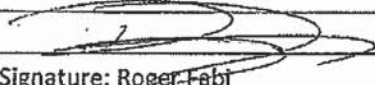


Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Open Information Development Project and supporting resources		Change Order No: CO-025
Project No.:	11-070/ 11-068	Project Name:	Gov 2.0 Web Development and Intranet Development Projects
Resource Type/Rate:	Project Coordinator		75.00/hr
Maximum Amount Payable:	<p>\$7,875.00 CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Project Coordinator</p> <p>Project 11-068: 52.5 hrs x \$ 75.00/hr = \$3937.50 for period up till March. 31, 2011. Project 11-070: 52.5 hrs x \$ 75.00/hr = \$3937.50 for period up till March. 31, 2011.</p> <p>Work Effort and Budget for Intranet Development project for Period April 1, 2011 – Sept. 30, 2011 TBD at which time an Amendment will be made to this Change Order.</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	Feb. 10, 2011	Assignment End:	Sept. 30, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <p>1. Project Coordinator-- Tracy Laramée</p>		
Reviewed by:			
Director PMO, BaWT			Date: Feb 15, 2011
	Signature: Fran Morrison		



Contractor Sign off		
Consulting Director, Sierra systems Group	 Signature: Roger Fabi	Date: FEB 15, 2011
Business and Workforce Transformation Division Signoff		
Director, Finance and Administration	 Signature: Jack Taekema	Date:
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and include data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Corporate Data and Web Services, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-025

Services and Deliverables:

Additional project coordination for the Gov2.0 Web Development for the OpenData/OpenInfo/Gov.BC Redesign and Intranet Development Project.

Project Management:

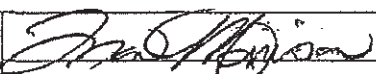
Business Analysis/Project Coordination

The Services and Deliverables for the Business Analyst/Project Coordinator Include:

- Coordinate requirements session meetings for the project.
- Take meeting minutes (including initial analysis of intelligence gathered etc.).
- Draft documents from notes provided by Senior BA, using agreed upon methodologies, models and prioritization techniques (e.g. use cases).
- Coordinate project processes including change requests, decision requests, and Issue and risk management activities and logs.
- Track progress of the project schedules, budgets and resources; plan and organize status reporting meetings and prepare and distribute reports and documentation to the project managers, project teams and stakeholders as required.
- Coordinate the acceptance and tracking of project deliverables.
- Participate in the development, implementation and updating of Project Management documentation including MS Project Plans, Master Project Plans, Communications Plans and Risk Management Plans.
- Coordinate, track and document project and status meetings and other relevant project management activities.
- Identify issues and risks and raise them to the attention of the senior BA's and project manager.
- Participate in the preparation for stakeholder meetings including securing facilities and/or directing facility procurement.
- Bring closure to the project through sign-offs, transition to operations, ensure all project documentation is appropriately incorporated into the project history library.
- Deliverables
 - Detailed business requirements and supporting documentation using agreed upon models and methodologies.
 - Business-process design and supporting documentation as required by the senior BA's.
 - Prioritized requirements list.
 - Test scripts, scenarios, cases.

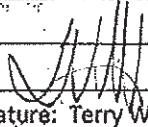
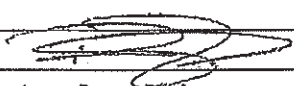

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Open Information Development Project and supporting resources		Change Order No: CO-027A1 <i>Amendment to Budget</i>
Project No.:	11-060	Project Name:	Open Information Development Project
Resource Type/Rate:	Quality Assurance Analyst		\$105.00/hr
Maximum Amount Payable:	<p>\$15,750.00 CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Quality Assurance Analyst 150 hrs x \$105.00/hr = \$15,750.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) EWAS (Enterprise-wide Application Services) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.</p>		
Summary of Amendment Changes:	<p>Amendment 1:</p> <ul style="list-style-type: none"> • Additional 100 hours added to contract for Lynn Montgomery in BA role bringing hours from 50 to 150. • Budget Increased by \$10,500.00 to a total aggregate of 15,750.00 • Change effective March 7, 2011. 		
Assignment Start:	Feb. 21, 2011	Assignment End:	March 31, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <p>1. Quality Assurance Analyst – Lynn Montgomery</p>		
Reviewed by:			
Director PMO, BaWT	 Signature: Fran Morrison		Date: <i>March 14, 2011</i>



Ministry of
Citizens' Services

Director EWAS		Date: Mar. 10/11
	Signature: Terry Whitney	
Contractor Sign off		
Consulting Director, Sierra systems Group		Date: Mar 9, 2011
	Signature: Roger Fabi	
Business and Workforce Transformation Division Signoff		
Director, Finance and Administration		Date: Mar 10/11
	Signature: Jack Taekema	
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an Interim report (same format) is to provided each week on Tuesday morning and include data as at the end of the previous Friday. (attached)
3. The weekly Interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Corporate Data and Web Services, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-027

Services and Deliverables:

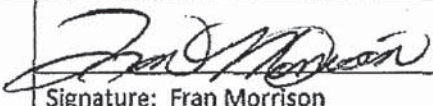
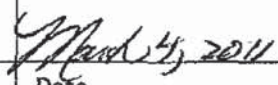

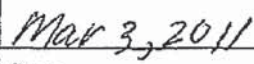
File Name: ITP 0002- CO027A1

Page 2 of 3



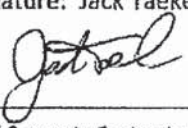
Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Senior BA		Change Order No: CO-030
Project No.:	11-061	Project Name:	GovBC Redesign
Resource Type/Rate:	Test Lead -- Gov BC Redesign		115.00/hour
Maximum Amount Payable:	<p><u>\$23,000.00</u> CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Senior Business Analyst 200hrs x \$115.00/hr = \$23,000.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	March 3, 2011	Assignment End:	March 31, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <p>1. Senior Business Analyst -- Melanie Cole-Kellow</p>		
Reviewed by:			
Director PMO, Business & Workforce Transformation	 Signature: Fran Morrison		 Date: March 4, 2011
Contractor Sign off			
Consulting Director, Sierra systems Group	 Signature: Roger Fabi		 Date: Mar 3, 2011
Business and Workforce Transformation Division Signoff			
Director, Finance			



Ministry of
Citizens' Services

and Administration, Business & Workforce Transformation	Signature: Jack Taekema 	Date: Mar 3/11
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and includes data as at the end of the previous Friday. (attached)
3. The weekly Interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Corporate Data and Web Services, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-030

Services and Deliverables:

Services:

The contractor will provide business analysis services to the Gov Redesign Project team, serving both its Solution Delivery and Business Engagement streams. Services will include but not be limited to:

Test Lead



- Responsible for planning and execution of the user acceptance test phase of the project
- Create test plan, coordinate test scripts and document entry and exit criteria for test phase
- Manage test activities to ensure the products meet the business requirements and any additional criteria identified in the test plan
- Support testers during execution of test scripts, report on progress of test effort
- Document defects, communicate to development team, and oversee retesting where necessary
- Ensure thorough documentation of progress through test effort and report to project management
- Update (or coordinate update of) as built versions of requirements and design documentation
- Review requirements and design documentation to assure that there are no gaps


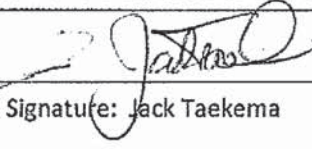
Deliverables:

- Test Plan, Test scripts and test cases
- Ongoing status reports throughout test effort
- Documented results and observations following execution of test scripts and retesting after defect fixes.

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: User Experience Designer		Change Order No: CO-034A1
Project No.	Various (#'s as assigned)	Project Name: Various Gov2.0 initiative projects	
Resource Type/Rate:	User Experience Designer	\$105.00/hour	
Maximum Amount Payable:	<p><u>\$157,500.00</u> CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>User Experience Designer 1500 hrs x \$105.00/hr = \$157,500.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and Sierra and finalized in a signed amendment to this Change Order.</p>		
Amendment 1:	<ul style="list-style-type: none"> • Change to assigned project work – Gov 2.0 initiative projects only, WBC project work discontinued. • Additional 500 hours added to the budget amending the total amount from \$105,000.00 to \$157,500.00 an additional \$52,500.00 • Change to assignment end date from Sept. 30, 2011 to March 31, 2012 • Invoicing to clearly state assigned Gov 2.0 project numbers • Amendment date August 9, 2011 		
Assignment Start:	April 1, 2011	Assignment End:	March 31, 2012
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <ul style="list-style-type: none"> • User Experience Designer – Amy Williamson 		
Reviewed by:			
Director PMO, Business & Workforce Transformation	 Signature: Fran Morrison		 Date: Aug 16, 2011

Contractor Sign off		
Consulting Director, Sierra systems Group		
	Signature: Roger Fabi	Date
Business and Workforce Transformation Division Signoff		
Director, Finance and Administration, Business & Workforce Transformation		
	Signature: Jack Taekema	Date: Aug 16/11
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to be provided each week on Tuesday morning and includes data as at the end of the previous Friday. (attached)
3. The weekly Interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Online Channel Office, P.O. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-034A1

Services and Deliverables:

User Experience Designer:

Major Tasks

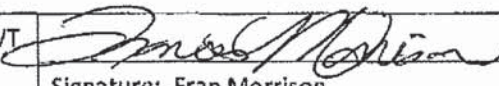
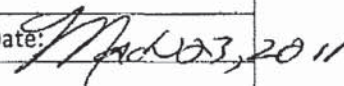
- Translating business requirements into meaningful interactive experiences
- Easing the usability and find-ability of the solution and optimizing the conversion process from new to experienced user
- Develop and document detailed user experience specifications including: mockups, wireframes, use cases other documents Collaboratively develop prototypes for demonstration of concepts and interactions
- Leading user research, concept testing, and usability testing
- Creating the information architecture and interaction design for the solution

Deliverables

- Web strategy
- Usability study report
- Wireframes
- Mockups
- User interaction documentation

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an Initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Gov 2.0 April launch		Change Order No: CO-39
Project No.:	11-059	Open Data - DataBC	
	11-060	Open Info	
	11-061	Internet - gov.bc.ca	
	11-070	GovBC Web Development	
Resource Type/Rate:	Senior Project Manager		\$130.00/hour
	Business Analyst - Test Lead		\$90.00/hour
	Project Coordination		\$65.00/hour
Maximum Amount Payable:	<p><u>\$35,350.00</u> CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Senior Project Manager 140 hrs x \$130.00/hr = \$18,200.00 Test Lead - Open Data - 140 hrs x \$90.00/hr = \$12,600.00 Project Coordination - 70 hrs x \$65.00/hr = \$4,550.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and CGI and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	April 1, 2011	Assignment End:	April 30, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <ol style="list-style-type: none"> 1. Senior Project Manager - Sam Thimot 2. Test Lead - Open Data - Joanne Hutniak 3. Project Coordination - Carol-Anne Blore 		
Reviewed by:			
Director PMO, BaWT	 Signature: Fran Morrison		Date:  May 23, 2011



Ministry of
Citizens' Services

Contractor Sign off		
Director Consulting Services, CGI	NELSON LAW ON BEHALF OF Signature: Tony Dellaviola TONY DELLAVIOLA	Date: MAR 22/2011
Business and Workforce Transformation Division Signoff		
Director, Finance and Administration	Signature: Jack Taekema Jack Taekema	Date: Mar 23/11
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to be provided each week on Tuesday morning and includes data as at the end of the previous Friday.
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca, Ministry of Citizens' Services, Online Channel Office, P.O. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-039

Services and Deliverables:

Project Management:

File Name: ITP 0002- CO-039

Page 2 of 5

The Services and Deliverables for the Senior Project Manager Include:

- Leading a team with members from BaWT to meet the relevant objectives and commitments of the project.
- Prepare and maintain project management documentation including project plans, schedules and status reports.
- Ensure project management documents are drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.
- Ensure product documentation is drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.
- Ensure project issues, risks and changes are appropriately documented, tracked, approved, updated and/or maintained as required to ensure the project meets its objectives.
- Manage and maintain change requests/budget requests including cost estimates, schedules, resources, deliverables and inter-dependencies
- Deliverables
 - Master project plan and supporting MSP project work-plan and BASECAMP work-plans
 - Communications Plan
 - Issues Log and issue management process
 - Risk Register and risk management process
 - Change Control Log and change management process
 - Status Reports
- Province Project Manager Support Service
- This project is one of many that the BaWT Project Management office oversees and reports on. In addition the PMO has responsibility for Resource Management. To ensure the PMO has the required information it needs to support its reporting requirements; the Project Management Support Service involves:
 - Maintaining communications through the Project Management Office.
 - Working through the PMO to ensure resources are brought on and off the project appropriately.
 - Preparing and maintaining project and/or work schedules which include: tasks, assignments, dependencies, milestones, work effort and duration.
 - Measuring and evaluating progress against the project/work schedule.
 - Working through the Project Management Office to address and resolve issues.
 - Attending project status and/or team meetings.
 - Submitting weekly status reports to the Project Director, PMO showing: in-progress tasks, completed tasks, tasks due to start within the next two (2) weeks of the status

report date, open and potential issues, identified risks and risk mitigation strategies, in-progress and planned change orders.

Business Analyst – Test Lead

The contractor will provide business analysis services to the Open Data Project team, serving both its Solution Delivery and Business Engagement streams. Services will include but not be limited to:

1. Design session facilitation to support the development of detailed solution designs, or the making of detailed design decisions in the context of structured meetings to be arranged by the contractor;
2. The production of design deliverables as required arising from the above or other ad hoc discussions;
3. The provision of research services pertaining to reference solutions, best practices, etc. relevant to the solution;
4. The provision of research services pertaining to potential data provider target datasets, information products and distribution channels;
5. Support to data provider outreach and business discussion meetings, including discussion facilitation as required;
6. Analysis support to the development of a business model for the solution including the production of relevant deliverables; and
7. Support to the joint project leadership and management team in terms of assisting with the execution of project management and control processes as required.

Deliverables:

The contractor will provide the following deliverables including but not limited to:

- Formal design documentation;
- Solution design or architectural diagrams;
- Design decision notes and decision log updates;
- Research summary findings documents and associated analysis and recommendations content;
- Meeting summaries;
- Business modeling documentation including user interaction diagrams or other business definition or analysis components as required; and
- General information or decision notes pertaining to project management level decisions including Steering Committee presentations or other as may be required.

Project Coordination

The Services and Deliverables for the Project Coordinator include:

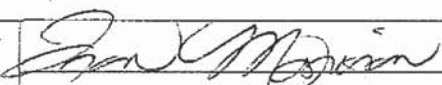

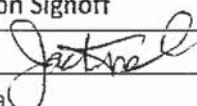
- Coordinate requirements session meetings for the projects.
- Take meeting minutes (including initial analysis of intelligence gathered etc.).

- Draft documents from notes provided by Project Manager, using agreed upon methodologies, models and prioritization techniques (e.g. use cases).
- Coordinate project processes including change requests, decision requests, and issue and risk management activities and logs.
- Track progress of the project schedules, budgets and resources; plan and organize status reporting meetings and prepare and distribute reports and documentation to the project managers, project teams and stakeholders as required.
- Coordinate the acceptance and tracking of project deliverables.
- Participate in the development, implementation and updating of Project Management documentation including MS Project Plans, Master Project Plans, Communications Plans and Risk Management Plans.
- Coordinate, track and document project and status meetings and other relevant project management activities.
- Identify issues and risks and raise them to the attention of the senior BA's and project manager.
- Participate in the preparation for stakeholder meetings including securing facilities and/or directing facility procurement.
- Assist in closure to the project through sign-offs, transition to operations, ensure all project documentation is appropriately incorporated into the project history library.
- Deliverables
 - Status reports.
 - Change logs.
 - Issues logs.
 - Risk registers.
 - Decision logs.
 - Meeting minutes/action items.
 - Properly filed and labelled project documentation.

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Open Information Development Project and supporting resources		Change Order No: CO-040
Project No.:	11-059	Open Data - DataBC	
	11-060	Open Info	
	11-061	Internet – gov.bc.ca	
	11-070	GovBC Web Development	
Resource Type/Rate:	Senior Project Manager		\$120.00/hour
	Business Analyst – Test Lead – Open Info		\$90.00/hr
	Project Coordinator		\$75.00/hr
	Developer – Publication Broker		\$115.00/hour
	Business Analyst – TRIM tester		\$105.00/hour
	Business Analyst – Test Lead – Gov BC		\$115.00/hour
Maximum Amount Payable:	<p><u>\$69,825.00</u> CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Senior Project Manager 140 hrs x \$120.00/hr = \$16,800.00 BA- Test Lead – Open Info 140 hrs x \$90.00/hr = \$12,600.00 Project Coordinator 70 hrs x \$ 75.00/hr = \$5,250.00 Developer – Publication Broker 70 hrs x \$ 115.00/hr = \$8,050.00 BA- TRIM tester 105 hrs x \$105.00/hr = \$11,025.00 BA- Test Lead – GovBC 140 hrs x \$115.00/hr = \$16,100.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	April 1, 2011	Assignment End:	April 30, 2011
Key Personnel:	The key personnel assigned by the Contractor to provide the Services for this Assignment are:		

	1. Senior Project Manager - Graeme McNeil 2. BA- Test Lead – Open Info - Danna Suntok 3. Project Coordinator - Tracy Laramée 4. Developer – Publication Broker - Ralph Gabriel 5. BA- TRIM tester - Lynn Montgomery 6. BA- Test Lead – GovBC - Melanie Cole-Kellow	
Reviewed by:		
Director PMO, BaWT	 Signature: Fran Morrison	Date: March 24, 2011
Contractor Sign off		
Consulting Director, Sierra systems Group	 Signature: Roger Fabi	Date: MAR 24, 2011
Business and Workforce Transformation Division Signoff		
Director, Finance and Administration	 Signature: Jack Taekema	Date: Mar 24/11
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.

2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and include data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Corporate Data and Web Services, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-040

Services and Deliverables:

Project Management:

The Services and Deliverables for the Senior Project Manager include:

- Leading a team with members from EWAS and BaWT to meet the relevant objectives and commitments of the project.
- Prepare and maintain project management documentation including project plans, schedules and status reports.
- Ensure project management documents are drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.
- Ensure product documentation is drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.
- Ensure project issues, risks and changes are appropriately documented, tracked, approved, updated and/or maintained as required to ensure the project meets its objectives.
- Manage and maintain change requests/budget requests including cost estimates, schedules, resources, deliverables and inter-dependencies
- Ensure EWAS and BaWT interests are represented in the overall communications plan and project governance processes; participate in the development and implementation to facilitate ongoing co-ordination of the diverse stakeholders.
- Deliverables
 - Master project plan and supporting MSPProject work-plan and BASECAMP work-plans
 - Issues Log and issue management process
 - Risk Register and risk management process
 - Change Control Log and change management process
 - Status Reports
- Province Project Manager Support Service
- This project is one of many that the BaWT Project Management office oversees and reports on. In addition the PMO has responsibility for Resource Management. To ensure the PMO

has the required information it needs to support its reporting requirements; the Project Management Support Service involves:

- Maintaining communications through the Project Management Office.
- Working through the PMO to ensure resources are brought on and off the project appropriately.
- Preparing and maintaining project and/or work schedules which include: tasks, assignments, dependencies, milestones, work effort and duration.
- Measuring and evaluating progress against the project/work schedule.
- Working through the Project Management Office to address and resolve issues.
- Attending project status and/or team meetings.
- Submitting weekly status reports to the Project Director, PMO showing: in-progress tasks, completed tasks, tasks due to start within the next two (2) weeks of the status report date, open and potential issues, identified risks and risk mitigation strategies, in-progress and planned change orders.

Business Analyst – Test Leads - Testers

The contractor will provide business analysis services to the Gov 2.0 Project team, serving both its Solution Delivery and Business Engagement streams. Services will include but not be limited to:

1. Design session facilitation to support the development of detailed solution designs, or the making of detailed design decisions in the context of structured meetings to be arranged by the contractor;
2. The production of design deliverables as required arising from the above or other ad hoc discussions;
3. The provision of research services pertaining to reference solutions, best practices, etc. relevant to the solution;
4. The provision of research services pertaining to potential data provider target datasets, information products and distribution channels;
5. Support to data provider outreach and business discussion meetings, including discussion facilitation as required;
6. Analysis support to the development of a business model for the solution including the production of relevant deliverables; and
7. Support to the joint project leadership and management team in terms of assisting with the execution of project management and control processes as required.

Deliverables:

The contractor will provide the following deliverables including but not limited to:

- Formal design documentation;
- Solution design or architectural diagrams;

- Design decision notes and decision log updates;
- Research summary findings documents and associated analysis and recommendations content;
- Meeting summaries;
- Business modeling documentation including user interaction diagrams or other business definition or analysis components as required; and
- General information or decision notes pertaining to project management level decisions including Steering Committee presentations or other as may be required.

Project Coordination

The Services and Deliverables for the Project Coordinator include:

- Coordinate requirements session meetings for the projects.
- Take meeting minutes (including initial analysis of intelligence gathered etc.).
- Draft documents from notes provided by Project Manager, using agreed upon methodologies, models and prioritization techniques (e.g. use cases).
- Coordinate project processes including change requests, decision requests, and issue and risk management activities and logs.
- Track progress of the project schedules, budgets and resources; plan and organize status reporting meetings and prepare and distribute reports and documentation to the project managers, project teams and stakeholders as required.
- Coordinate the acceptance and tracking of project deliverables.
- Participate in the development, implementation and updating of Project Management documentation including MS Project Plans, Master Project Plans, Communications Plans and Risk Management Plans.
- Coordinate, track and document project and status meetings and other relevant project management activities.
- Identify issues and risks and raise them to the attention of the senior BA's and project manager.
- Participate in the preparation for stakeholder meetings including securing facilities and/or directing facility procurement.
- Assist in closure to the project through sign-offs, transition to operations, ensure all project documentation is appropriately incorporated into the project history library.
- **Deliverables**
 - Status reports.
 - Change logs.
 - Issues logs.
 - Risk registers.
 - Decision logs.
 - Meeting minutes/action items.

- Properly filed and labelled project documentation.

Developer

- 3+ years .NET programming experience, preferably in Visual Basic.NET
- 1-3 years COM programming experience, preferably in a .NET environment
- 3+ years Oracle database experience
- Experience parsing and writing XML documents
- Experience creating Web Services in a .NET environment
- Experience creating console applications or Windows Services in a .NET environment

Deliverables:

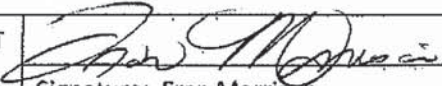

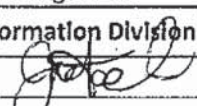
- Work estimates
- Work assignments
- Technical design reports and/or input into sections of
- Source code and executables
- Test results reports for unit and/or systems integration testing describing testing activities, test cases
- Application maintenance turnover package including guidelines and instructions to install, operate and administer the implemented source code and executables

Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an Initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Open Information Development Project and supporting resources		Change Order No: CO-040A1 Amendment 1-Budget
Project No.:	11-059	Open Data - DataBC	
	11-060	Open Info	
	11-061	Internet – gov.bc.ca	
	11-070	GovBC Web Development	
Resource Type/Rate:	Senior Project Manager		\$120.00/hour
	Business Analyst – Test Lead – Open Info		\$90.00/hr
	Project Coordinator		\$75.00/hr
	Developer – Publication Broker		\$115.00/hour
	Business Analyst – TRIM tester		\$105.00/hour
	Business Analyst – Test Lead – Gov BC		\$115.00/hour
Maximum Amount Payable:	<p>\$71,325.00 CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Senior Project Manager 140 hrs x \$120.00/hr = \$16,800.00 BA- Test Lead – Open Info 140 hrs x \$90.00/hr = \$12,600.00 Project Coordinator 90 hrs x \$ 75.00/hr = \$6,750.00 Developer – Publication Broker 70 hrs x \$ 115.00/hr = \$8,050.00 BA- TRIM tester 105 hrs x \$105.00/hr = \$11,025.00 BA- Test Lead – GovBC 140 hrs x \$115.00/hr = \$16,100.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.</p>		
Amendment 1:	<p>Amendment 1:</p> <ul style="list-style-type: none"> • Additional 20 hours added for Project Coordination • Maximum Amount Payable value on change order adjusted from 		



	\$69,825.00 to \$71,325.00 an addition of \$1,500.00. • Amendment Date April 19, 2011		
Assignment Start:	April 1, 2011	Assignment End:	April 30, 2011
Key Personnel:	The key personnel assigned by the Contractor to provide the Services for this Assignment are: 1. Senior Project Manager - Graeme McNeil 2. BA- Test Lead – Open Info - Danna Suntok 3. Project Coordinator - Tracy Laramée 4. Developer – Publication Broker - Ralph Gabriel 5. BA- TRIM tester - Lynn Montgomery 6. BA- Test Lead – GovBC - Melanie Cole-Kellow		
Reviewed by:			
Director PMO, BaWT	 Signature: Fran Morrison	Date:	Apr 21, 2011
Contractor Sign off			
Consulting Director, Sierra systems Group	 Signature: Roger Fabi	Date:	Apr 20, 2011
Business and Workforce Transformation Division Signoff			
Director, Finance and Administration	 Signature: Jack Taekema	Date:	
Signed Original: (scanned, filed & copy to Contractor)			Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").



Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and include data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Corporate Data and Web Services, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-040A1

Services and Deliverables:

Project Management:

The Services and Deliverables for the Senior Project Manager Include:

- Leading a team with members from EWAS and BaWT to meet the relevant objectives and commitments of the project.
- Prepare and maintain project management documentation including project plans, schedules and status reports.
- Ensure project management documents are drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.
- Ensure product documentation is drafted, reviewed, approved, maintained, updated, filed as required to ensure the project meets its objectives including quality objectives.
- Ensure project issues, risks and changes are appropriately documented, tracked, approved, updated and/or maintained as required to ensure the project meets its objectives.
- Manage and maintain change requests/budget requests including cost estimates, schedules, resources, deliverables and inter-dependencies
- Ensure EWAS and BaWT interests are represented in the overall communications plan and project governance processes; participate in the development and implementation to facilitate ongoing co-ordination of the diverse stakeholders.
- **Deliverables**
 - Master project plan and supporting MSPProject work-plan and BASECAMP work-plans
 - Issues Log and issue management process

- Risk Register and risk management process
- Change Control Log and change management process
- Status Reports
- **Province Project Manager Support Service**
- This project is one of many that the BaWT Project Management office oversees and reports on. In addition the PMO has responsibility for Resource Management. To ensure the PMO has the required information it needs to support its reporting requirements; the Project Management Support Service Involves:
 - Maintaining communications through the Project Management Office.
 - Working through the PMO to ensure resources are brought on and off the project appropriately.
 - Preparing and maintaining project and/or work schedules which include: tasks, assignments, dependencies, milestones, work effort and duration.
 - Measuring and evaluating progress against the project/work schedule.
 - Working through the Project Management Office to address and resolve issues.
 - Attending project status and/or team meetings.
 - Submitting weekly status reports to the Project Director, PMO showing: In-progress tasks, completed tasks, tasks due to start within the next two (2) weeks of the status report date, open and potential issues, identified risks and risk mitigation strategies, in-progress and planned change orders.

Business Analyst – Test Leads - Testers

The contractor will provide business analysis services to the Gov 2.0 Project team, serving both its Solution Delivery and Business Engagement streams. Services will include but not be limited to:

1. Design session facilitation to support the development of detailed solution designs, or the making of detailed design decisions in the context of structured meetings to be arranged by the contractor;
2. The production of design deliverables as required arising from the above or other ad hoc discussions;
3. The provision of research services pertaining to reference solutions, best practices, etc. relevant to the solution;
4. The provision of research services pertaining to potential data provider target datasets, information products and distribution channels;
5. Support to data provider outreach and business discussion meetings, including discussion facilitation as required;
6. Analysis support to the development of a business model for the solution including the production of relevant deliverables; and

7. Support to the joint project leadership and management team in terms of assisting with the execution of project management and control processes as required.

Deliverables:

The contractor will provide the following deliverables including but not limited to:

- Formal design documentation;
- Solution design or architectural diagrams;
- Design decision notes and decision log updates;
- Research summary findings documents and associated analysis and recommendations content;
- Meeting summaries;
- Business modelling documentation including user interaction diagrams or other business definition or analysis components as required; and
- General Information or decision notes pertaining to project management level decisions including Steering Committee presentations or other as may be required.

Project Coordination

The Services and Deliverables for the Project Coordinator include:

- Coordinate requirements session meetings for the projects.
- Take meeting minutes (including initial analysis of intelligence gathered etc.).
- Draft documents from notes provided by Project Manager, using agreed upon methodologies, models and prioritization techniques (e.g. use cases).
- Coordinate project processes including change requests, decision requests, and issue and risk management activities and logs.
- Track progress of the project schedules, budgets and resources; plan and organize status reporting meetings and prepare and distribute reports and documentation to the project managers, project teams and stakeholders as required.
- Coordinate the acceptance and tracking of project deliverables.
- Participate in the development, implementation and updating of Project Management documentation including MS Project Plans, Master Project Plans, Communications Plans and Risk Management Plans.
- Coordinate, track and document project and status meetings and other relevant project management activities.
- Identify issues and risks and raise them to the attention of the senior BA's and project manager.
- Participate in the preparation for stakeholder meetings including securing facilities and/or directing facility procurement.
- Assist in closure to the project through sign-offs, transition to operations, ensure all project documentation is appropriately incorporated into the project history library.

- **Deliverables**

- Status reports.
- Change logs.
- Issues logs.
- Risk registers.
- Decision logs.
- Meeting minutes/action items.
- Properly filed and labelled project documentation.

Developer

- 3+ years .NET programming experience, preferably in Visual Basic.NET
- 1-3 years COM programming experience, preferably in a .NET environment
- 3+ years Oracle database experience
- Experience parsing and writing XML documents
- Experience creating Web Services in a .NET environment
- Experience creating console applications or Windows Services in a .NET environment

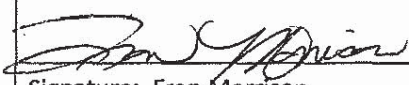


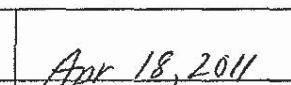
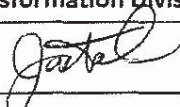
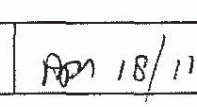
Deliverables:

- Work estimates
- Work assignments
- Technical design reports and/or Input into sections of
- Source code and executables
- Test results reports for unit and/or systems integration testing describing testing activities, test cases
- Application maintenance turnover package including guidelines and instructions to install, operate and administer the implemented source code and executables



Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 issued on October 27, 2010.

ITP 0002	Assignment Description: Senior BA		Change Order No: CO-046
Project No.:	11-061	Project Name:	GovBC Redesign
Resource Type/Rate:	Accessibility testing for gov.bc.ca		115.00/hour
Maximum Amount Payable:	<p><u>\$12,075.00</u> CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Senior Business Analyst 105hrs x \$115.00/hr = \$12,075.00</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	May 1, 2011	Assignment End:	May 31, 2011
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <p>1. Senior Business Analyst – Melanie Cole-Kellow</p>		
Reviewed by:			
Director PMO, Business & Workforce Transformation	 Signature: Fran Morrison		 Date
Contractor Sign off			
Consulting Director, Sierra systems Group	 Signature: Roger Fabi		 Date
Business and Workforce Transformation Division Signoff			
Director, Finance			 Date



and Administration, Business & Workforce Transformation	Signature: Jack Taekema	Date:
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

There are no allowable expenses for this Assignment.

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and includes data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Corporate Data and Web Services, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-046



Services and Deliverables:

Services:

The contractor will provide business analysis services to the Gov Redesign Project team, serving both its Solution Delivery and Business Engagement streams. Services will include but not be limited to:

Senior BA for Accessibility testing for gov.bc.ca

- Responsible for planning and execution of the accessibility user acceptance test phase of the project
- Document a series of tasks to test as many components of gov.bc.ca as possible (focussing on parts of the site that were recently redesigned).
- Engage the local working group comprised of users of adaptive devices.
- Plan the distribution and support of the test scripts for users to execute on their own devices in their own environment
- Document results of the test and make prioritized recommendations for enhancements required to improve accessibility of gov.bc.ca.
- Research suggestions for re-wording of the current footer statement outlining improvements for accessibility.
- Review requirements and design documentation to assure that there are no gaps



Deliverables:

- Test Plan, Test scripts and test cases
- Ongoing status reports throughout test effort
- Documented results and observations following execution of test scripts and retesting after defect fixes.
- New footer statement wording outlining accessibility compliance to with WCAG 2.0 and that enhancements and compliance are ongoing but not complete.

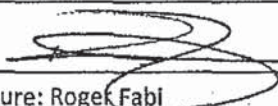
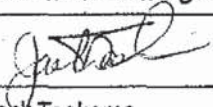


Reference is made to the Framework Agreement (number SATP-274) between the Contractor and the Province and the subsequent Invitation ITP-0002 and Statement of Requirements made pursuant thereto (collectively, the "Agreement"). Words in this Change Order with an initial capital letter shall have the meaning given to such words in the Agreement, unless otherwise defined below.

This Change Order describes an Assignment arising from Invitation ITP-0002 Issued on October 27, 2010.

ITP 0002	Assignment Description: Accessibility Testing		Change Order No: CO-51
Project No.:	12-009	Project Name:	Internet Presence Preliminary Work
Resource Type/Rate:	Senior Business Analyst		115.00/hour
Maximum Amount Payable:	<p><u>\$59,500.00</u> CDN is the maximum amount payable by the Province to the Contractor for this Assignment based on the following:</p> <p>Fees: Senior Business Analyst 500 hrs x \$115.00/hr = \$57,500.00 Expenses: to a maximum aggregate amount of \$2,000.00</p> <p>Some travel within the Province of British Columbia may be required to Vancouver (e.g. PEADC (Provincial Equipment and Assistive Devices Committee). Travel and accommodation expenses will be paid based on the Province Group I employees' rates.</p> <p>Travel must be authorized in advance by the supervisor(s), Dominique Bohn, Director, Web Design <u>OR</u> Blair Neufeld, Director, Information Architecture.</p> <p>Any changes in scope, tasks, deliverables, roles or timelines will be negotiated by BaWT (Business and Workforce Transformation) and Sierra Systems Group Inc. and finalized in a signed amendment to this Change Order.</p>		
Assignment Start:	June 1, 2011	Assignment End:	March 31, 2012
Key Personnel:	<p>The key personnel assigned by the Contractor to provide the Services for this Assignment are:</p> <p>1. Senior Business Analyst – Melanie Cole-Kellow</p>		
Reviewed by:			
Director PMO, Business & Workforce	 Signature: Fran Morrison		 Date



Transformation		
Contractor Sign off		
Consulting Director, Sierra systems Group		<i>June 2, 2011</i>
	Signature: Roger Fabi	Date
Business and Workforce Transformation Division Signoff		
Director, Finance and Administration, Business & Workforce Transformation		<i>Jun 6/11</i>
	Signature: Jack Taekema	Date:
Signed Original: (scanned, filed & copy to Contractor)		Date:

Pursuant to this Change Order, the parties hereby agree as follows:

Terms and Conditions:

The Terms and Conditions for this Assignment and Change Order are as set out in the Agreement.

Expenses:

Travel must be authorized in advance by ministry project directors, Dominique Bohn, Director, Web Design OR Blair Neufeld, Director, Information Architecture.

Travel, accommodation and meal expenses for travel greater than 32 kilometres away from Victoria will be paid on the same basis as the Province pays its Group I employees when they are on travel status. All expenses must be supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.

Excluding Harmonized sales tax ("HST") or other applicable tax paid or payable by the Contractor on expenses described above to the extent that the Contractor is entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

Contractor Expenses to a maximum aggregate amount of \$2,000.00

Statements of Account:

During the term of this Assignment, as set out on page 1 of this Change Order, written statements of account under section 56 of Attachment 6 of the Contractor's Framework Agreement must be

submitted for a period from and including the 1st day of a calendar month to and including the last day of that month (each a "Billing Period").

Statements of account for this Assignment must:

1. Include the following information for each resource: Change Order Number, Project Number, Resource Name, Hourly Rate, Total Change Order Amount for the Resource, Amount Spent to Date; Hours Spent to Date, Hours Spent in this Time Period, Amount Spent in this Time Period, Description of Work Completed.
2. In addition to this monthly report an interim report (same format) is to provided each week on Tuesday morning and includes data as at the end of the previous Friday. (attached)
3. The weekly interim reports and monthly Statements of Account are to be sent electronically to Attention Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Citizens' Services, Corporate Data and Web Services, PO. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.
4. reference this Change Order as follows: ITP-0002- CO-051

Senior Business Analyst - Accessibility testing and consulting for Province of B.C. web properties.

Services and Deliverables:

Services:

The contractor will provide business analysis services to the Gov Redesign Project team. Services will include but not be limited to:

- Plan and execute ongoing accessibility testing.
- Engage local working group comprised of users with challenges to accessibility, including users of adaptive devices.
- Plan and conduct research activities with users including interviews, focus groups, observational activities.
- Document results of testing and research and make prioritized recommendations for enhancements required to improve accessibility of Province of B.C. web properties.
- Research best practices and industry standards for web accessibility.
- Assist in development of and revision to Province of B.C. accessibility standards, guidelines and toolkits

Deliverables:

- Testing and research plans and approach rationale



- Testing and research reports including findings and recommendations
- Documentation and research to support development of Province of B.C. accessibility standards, guidelines and toolkits.
- Summary documentation of engagement and consultation activities with stakeholders, users and community groups.
- Ongoing status reports.

June 15, 2011

RATIONALE – DIRECT AWARD OF CONTRACT to ALEX HALKETT & ASSOCIATES

The Enterprise Data Services Branch of the Business and Workforce Transformation Division has directly contracted with Alex Halkett & Associates Consulting to provide the following services:

Services required for continuation of the DataBC Open Data Catalogue (ODC) population. The release of the DataBC website with its linkage to the ODC is imminent. As the release date approaches, new content additions and alterations to existing catalogue content is being requested. These requests must be completed prior to the release of the DataBC open data discovery and distribution capability.

Also, capacity is required to augment the Distribution and Discovery Service configuration during the Data Analyst TA recruitment process. Once recruitment is complete, assistance in the mentoring and transition of activities related to ODC population and Distribution and Discovery Service configuration is required.

Services will be provided by Alex Halkett of Alex Halkett & Associates.

The contract has a maximum value of \$ 10,000.00 CDN for fees. The contract is anticipated to cover the period of July 4, 2011 to August 12, 2011.

The Ministry did not call for vendor proposals for the following reasons:

- The contractor resource has experience and familiarity with the ODC, having participated in the population and maintenance of current catalogue records.
- The contractor participated in the development of current Distribution service configuration process.
- The contractor has extensive experience in the configuration of the Discovery and Distribution Services.
- The cost and delay of other procurement processes would not be warranted given the immediate need and the small sum of the contract.



Elaine Dawson
Director, Enterprise Data Services,
Corporate Data and Web Services,
Ministry of Labour, Citizens' Services and Open Government

DIRECT AWARD JUSTIFICATION AND PRE-APPROVAL REQUEST

CLIFF #: 8

FORM USAGE AND ROUTING:

This form must be completed by the contract manager to clearly document the justification for direct awarding a service contract and ensures compliance with government contract policy. Unless the contract is an emergency, this form must be completed and pre-approved prior to any discussions with or commitment to the vendor. Pre-approval is required by the expense authority, program assistant deputy minister and if \$50,000 or greater, the ministry executive financial officer. The original completed and signed form must be retained in the program contract file. Send completed form(s) to CFSMail for routing and approval processing

CONTRACT INFORMATION

Ministry: Labour, Citizens Services and Open Government

Program: Business and Workforce Transformation

Contract Manager Name and Phone #: Peter Friesen 250-886-1738

Legal Contractor Name: Alex Halkett & Associates

Contract Value: \$10,000

Term: July 4 to Aug 12/11

STOB: 6309

Contract Type: ☒ New ☐ Multi-year ☐ Renewal

Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.).
 6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.
 6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).
 6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).
 6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

RATIONALE FOR ALL DIRECT AWARD CONTRACTS

- Describe the services required and provide an explanation of why you need to acquire these services.
Continuation of the DataBC Open Data Catalog population and augmentation the Distribution and Discovery Service configuration during the Data Analyst TA recruitment process.
- What is the financial or other impact if this direct award is not approved and a competitive process is required?
This contract is below \$25K.
- Under which Core Policy and Procedures Manual exception is this direct award request being made (see section 6.3.3)?
☐ Public Sector Organization ☐ Emergency
☐ Sole Source ☐ Confidentiality
☐ Sole Source - Notice of Intent ☐ No Exceptions Apply - \$25,000 or Greater
☐ Security, Order, etc. ☒ No Exceptions Apply - Less than \$25,000
- Explain the reasons why this contract meets the criteria of the above selection (i.e., how would a competitive process compromise government confidentiality, cause economic disaster or be contrary to the public interest)?
 This vendor was selected because the cost and delay of other procurement processes were not warranted given the immediate need and small sum of the contract.
- Has your program used these services in the past? If yes, who was the vendor and was the opportunity competitively bid or direct awarded? Provide the most recent date and contract value.
 Originally the need for these services was determined in January and 3 bids were obtained. Alex Halkett & Assoc. was the lowest bid and a contract for \$15,000 was let for Feb 1 to Mar 31/11.
- Will this purchase obligate government to this vendor for future purchases (e.g., maintenance, licensing or continuing need)? If yes, provide details.
 No
- Were alternative vendors evaluated? If yes, who were they and why were they unacceptable? If no, why were alternatives not evaluated?
 The bids were evaluated in January and the lowest (Alex Halkett & Assoc.) was accepted.

ADDITIONAL RATIONALE FOR SOLE SOURCE CONTRACTS ONLY

- Why is the requested vendor the only one that can meet your requirements? Provide specific, quantifiable factors and/or qualifications and explain why they are necessary.
 As attached
- What other suppliers did you consider before arriving at the conclusion that the sole source direct award criteria was met and the requested vendor was the only one that met your needs?
 n/a

PRE-APPROVALS

Exp. Auth. Name:

ADM Name:

**EFO Name:

Signature & Date Peter Friesen

Signature & Date Kevin Jardine

Signature & Date

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**EFO sign-off is only required if the contract is \$50,000 or greater.

CTZ-2011-00043

MODIFICATION AGREEMENT #1

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by Ministry of Citizens Services, Business and Workforce Transformation, (the
Province)

AND

Alex Halkett & Associates (the Contractor)

BACKGROUND

A. The parties entered into Agreement C12EDS24493 dated June 16, 2011, a copy of which is
attached as Exhibit 1 (the "Agreement").

B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) Fees will be increased by \$4,000.00 to a total of \$14,000.00.
- (2) The term will be extended to August 31, 2011
- (3) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 26th day of July, 2011 on behalf of the Province
by its duly authorized representative:

Signature

Print Name

KEVIN JARDINE

SIGNED AND DELIVERED on the 26 day of JULY, 2011 by or on behalf of the
Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature

Print Name

ALEX HALKETT

Alex Halkett & Associates

S22
Victoria BC S22
Phone/Fax: S22
Mobile: S22
Email: S22

TIMECARD

Contract No: C12EDS24493

Pay Period

From: 1-Aug-11 To: 31-Aug-11

Approved By

Activity Description	Project Code	Mo	Tu	We	Th	Fr	Sa	Su	Total Hours
ODC Data Registration File Build / Au 02	C12EDS24493		3.00						3.00
ODC Data Registration Format / Nel New / Au 02-05	C12EDS24493		4.50	7.50	6.00				18.00
ODC Data BC Validation & File Remedy / Au 04	C12EDS24493				2.00				2.00
ODC Data Registration Format / Nel New / Au 08-12	C12EDS24493	7.50	6.00	6.00	5.00				28.50
ODC Data Registration File Consolidation / Climate / Au 11	C12EDS24493				2.50				2.50
ODC Data Registration Format / Nel New / Au 15-19	C12EDS24493	3.00							3.00
ODC Section Meeting / Knowledge Transfer Plan / Au 15	C12EDS24493	1.00							1.00
ODC Knowledge Transfer Plan / Content & Schedule / Au 15-19	C12EDS24493	4.00	6.50	7.00					17.50
ODC Data Registration Format / Nel New / Au 15-19	C12EDS24493		1.00	1.00	4.00				6.00
ODC Data Registration Knowledge Transfer / Au 18	C12EDS24493				4.00				4.00
EDS Data Distribution Knowledge Transfer / Au 22-26	C12EDS24493	6.00	1.50		1.50				9.00
ODC Data Registration Format / Nel New / Au 22-26	C12EDS24493	2.50							2.50
EDS Data Distribution Knowledge Transfer Docs / Au 22-26	C12EDS24493		4.50	6.50	6.00				17.00
ODC Data Registration Docs / Update / Au 22-26	C12EDS24493		2.00	1.50					3.50
ODC Data Registration Format / Nel New (2) / Au 29-31	C12EDS24493	3.00	2.00	1.00					6.00
ODC Data Registration Docs / Update / Au 29-31	C12EDS24493	1.00	4.00	2.00					7.00
EDS Data Distribution Knowledge Transfer Docs / Au 29-31	C12EDS24493	4.00	2.00	2.50					8.50
ODC / EDS Deliverable Transition	C12EDS24493			2.00					2.00
Total Hours		31.00	39.00	39.00	31.00				140.00
Total Overtime Hours									

*Calculated on a per-week basis.

Notes and Remarks



Project, Data & Records Management

S22 Phone/Fax S22
Victoria BC S22 Mobile: S22
Email: S22

TIMECARD

Contract No: C12EDS24493

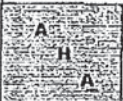
Pay Period

From: 4-Jul-11 To: 31-Jul-11

Approved By

[illegible]

Notes and Remarks



Project, Data & Records Management

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by Ministry of Citizens Services, Online Channel Office
(the "Province")

AND

Alex Halkett & Associates (the "Contractor")

BACKGROUND

A. The parties entered into an agreement dated August 16, 2010, Contract #C11OCO23123, a copy of which is attached as Exhibit 1 (the "Agreement").

B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) The term of the agreement is extended to end on December 31, 2010.
- (2) Schedule B of the Agreement is deleted and the following substituted.
- (3) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 29 day of Sept, 2010 on behalf of the Province
by its duly authorized representative:

Signature

Name: Kevin Jardine

SIGNED AND DELIVERED on the 30 day of Sept, 2010 by or on behalf of the
Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature

Name: Alex Halkett

Modification to Contract #C11OCO23123

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$20,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

\$50.00 per hour,

Three to five days per week, as required.

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.
- (a) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by us as required to obtain the discount.

GENERAL SERVICE AGREEMENT



BRITISH
COLUMBIA

The Best Place on Earth

<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.: C11OCO23534</i> <i>Requisition No.: 23534</i> <i>Solicitation No. (if applicable): _____</i> <i>Commodity Code: AB.AB02</i>	<i>Financial Information</i>
<i>Contractor Information</i>	<i>Client: 112</i>
<i>Supplier Name: ITI International Technology</i> <i>Integration Inc.</i>	<i>Responsibility Centre: 32749</i>
<i>Supplier No.: 388921 Site 003</i>	<i>Service Line: 11842</i>
<i>Telephone No.: 250-595-8282</i>	<i>STOB: 6309</i>
<i>E-mail Address: ken.stephen@iticanada.ca</i>	<i>Project: 3200292,</i> <i>3200301, 3200306</i>

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SCHEDULE A - SERVICES

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

SCHEDULE B - FEES AND EXPENSES

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
- Part 3 - Expenses
- Part 4 - Statements of Account
- Part 5 - Payments Due
- Part 6 - Goods and Services Tax

SCHEDULE C - APPROVED SUBCONTRACTOR(S)

SCHEDULE D - INSURANCE

SCHEDULE E - PRIVACY PROTECTION SCHEDULE

SCHEDULE F - ADDITIONAL TERMS

SCHEDULE G - SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 10th day of January, 2011.

BETWEEN:

International Technology Integration Inc. (the "Contractor") with the following specified address and fax number:
854 Pandora Avenue, Victoria BC
V8W 1P4

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Ministry of Citizens Services, Online Channel Office (the "Province") with the following specified address and fax number:
525 Superior Street, Victoria BC
PO Box 9439, Stn Prov Govt
Fax: 250-387-2144

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B;
- (a) the fees described in that Schedule, plus any applicable taxes; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must apply for and, immediately on receipt, remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) If the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (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 Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement 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 the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province 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 Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 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 must promptly notify the Province 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 must 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 must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, 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 Agreement, 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 Agreement, 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

- 13.2 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 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement 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

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

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

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

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent Information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

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

14 INTERPRETATION


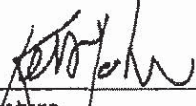
14.1 In this Agreement:

- (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 Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement 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 Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement 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 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>10th</u> day of January, 2011 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Ken Stephen</u> _____ Print Name(s)</p> <p><u>HR & Marketing Manager</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>10th</u> day of January, 2011 on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Kevin Iardine</u> _____ Print Name</p> <p><u>Assistant Deputy Minister</u> _____ Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on January 10, 2011 and ends on March 31, 2011.

PART 2. SERVICES:

The Province will be relying on the contractor's expert abilities in researching content requirements for the Open Data, Open Info and GovBC Redesign projects. Methods of research to include interviewing of ministry staff and subject matter experts and reviewing related websites.

Outputs

The Contractor must:

- Write content as requested.
- Ensure consistency of content style.
- Develop content in the format as required (i.e. Word template or Excel spreadsheet).

Written copy will be for the following projects as specified by the supervisor

- Opendata
- Open Info
- GovBC Redesign

Inputs

The Contractor must:

- User your own equipment (hardware and software) to produce the written copy
- Provide the written content in a format specified by the Province using standards provided by the Province
- Provide updates as requested by the supervisor
- Submit work in a timely manner

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

Fulfill the obligations of the Business and Workforce Transformation Division, Ministry of Citizens Services with respect to the principles outlined in the Citizens @ The Centre B.C. Transformation Plan.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The contractor will report directly to Blair Neufeld, Director, Information Architecture

PART 3. RELATED DOCUMENTATION:

Not applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
(a) Sarah Bolduc

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$17,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

Hourly Rate

Fees: at a rate of \$69.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.
- (a) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by us as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Professional Liability insuring your liability resulting from errors or omissions in the performance of the Services in an amount per occurrence and in the aggregate calculated as follows:
 - i. \$1,000,000
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,

- (a) "access" means disclosure by the provision of access;
- (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
- (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

- 3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

- 6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule,
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Definitions

1. In this Schedule,

- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
- (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
- (c) "Information" means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) "Record" means a "record" as defined in the *Interpretation Act*;
- (e) "Sensitive Information" means
 - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that

the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

- (a) remained as complete as when it was acquired or accessed by the Contractor; and
- (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:

- (a) any Records in the possession of the Contractor containing Information; or

- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

- 18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

- 19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
- 20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
- 21. The appendices attached to this Schedule are part of this Schedule.
- 22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
- 23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
- 24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none">• B.C. driver's licence or learner's licence (must have photo)• B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none">• Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none">• Canadian Citizenship Card• Permanent Resident Card• Canadian Record of Landing/Canadian Immigration Identification Record	<ul style="list-style-type: none">• School ID card (student card)• Bank card (only if holder's name is on card)• Credit card (only if holder's name is on card)• Passport• Foreign birth certificate (a baptismal certificate is not acceptable)• Canadian or U.S. driver's licence• Naturalization certificate• Canadian Forces identification• Police identification• Foreign Affairs Canada or consular identification• Vehicle registration (only if owner's signature is shown)• Picture employee ID card• Firearms Acquisition Certificate• Social Insurance Card (only if has signature strip)• B.C. CareCard• Native Status Card• Parole Certificate ID• Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.: C11OCO23558</i> <i>Requisition No.: 23558</i> <i>Solicitation No.(if applicable): _____</i> <i>Commodity Code: AB.AB02</i>	<i>Financial Information</i>
<i>Contractor Information</i>	<i>Client: 112</i>
<i>Supplier Name: ITI International Technology Integration Inc.</i>	<i>Responsibility Centre: 32749</i>
<i>Supplier No.: 388921 Site 003</i>	<i>Service Line: 11842</i>
<i>Telephone No.: 250-595-8282</i>	<i>STOB: 6309</i>
<i>E-mail Address: ken.stephen@iticanada.ca</i>	<i>Project: 3200000,</i>
	<i>3200292, 3200306</i>

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SCHEDULE A - SERVICES

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

SCHEDULE B - FEES AND EXPENSES

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
- Part 3 - Expenses
- Part 4 - Statements of Account
- Part 5 - Payments Due
- Part 6 - Goods and Services Tax

SCHEDULE C - APPROVED SUBCONTRACTOR(S)

SCHEDULE D - INSURANCE

SCHEDULE E - PRIVACY PROTECTION SCHEDULE

SCHEDULE F - ADDITIONAL TERMS

SCHEDULE G - SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 10th day of January, 2011.

BETWEEN:

International Technology Integration Inc. (the "Contractor") with the following specified address and fax number:
854 Pandora Avenue, Victoria BC
V8W 1P4

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Ministry of Citizens Services, Online Channel Office (the "Province") with the following specified address and fax number:
525 Superior Street, Victoria BC
PO Box 9439, Stn Prov Govt
Fax: 250-387-2144

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule, plus any applicable taxes; and
- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.8 The Contractor must apply for and, immediately on receipt, remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (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 Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement 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 the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province 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 Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 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 must promptly notify the Province 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 must 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 must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, 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 Agreement, 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 Agreement, 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

- 13.2 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 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement 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

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

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

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

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION


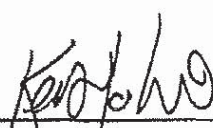
14.1 In this Agreement:

- (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 Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement 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 Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement 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 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>10th</u> day of January, 2011 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Ken Stephen</u> _____ Print Name(s)</p> <p><u>HR & Marketing Manager</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>10th</u> day of January, 2011 on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Kevin Jardine</u> _____ Print Name</p> <p><u>Assistant Deputy Minister</u> _____ Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on January 10, 2011 and ends on March 31, 2011.

PART 2. SERVICES:

Outputs

The contractor will be responsible for providing graphic design services. This will include:

- Approximately 200 hours of graphic design work on project 11-059 Opendata
- Approximately 30 hours of graphic redesign work on project 11-061 gov.bc.ca
- Approximately 15 hours of graphic design work on project 11-062 Management Framework Prototype

The contractor will

- Produce wireframes and related documentation to describe interactions
- produce original user interface designs (Photoshop) for websites
- develop information architecture (site navigation and organizational structure)
- develop style guides and design documentation to support maintenance and enhancement to the UI design
- develop reusable graphic design components (icons, templates) to be used by web developers across government
- utilize typography, digital photography and image selection and manipulation
- work in a cross-disciplinary web team, under tight timelines and to precise specifications
- pattern library and style guide to support maintenance of site

Inputs

The Contractor must

- Use your own equipment (hardware and software) to produce the graphic design
- Provide the graphic design in a format specified by the Province
- Provide updates as requested to the supervisor
- Submit work in a timely manner

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them.

Fulfill the obligations of the Business and Workforce Transformation Division, Ministry of Citizens Services with respect to the principles outlined in the Citizens @ The Centre B.C. Transformation Plan.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The contractor will report directly to Dominique Bohn, Director, Web Design

PART 3. RELATED DOCUMENTATION:

Not applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Trinity Wolfe

Schedule B -- Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$24,500.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

Hourly Rate

Fees: at a rate of \$100.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.
- (a) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by us as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Professional Liability insuring your liability resulting from errors or omissions in the performance of the Services in an amount per occurrence and in the aggregate calculated as follows:
 - i. \$1,000,000
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,

- (a) "access" means disclosure by the provision of access;
- (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
- (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

- 3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

- 6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Definitions

1. In this Schedule,

- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
- (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
- (c) "Information" means information
 - (i) In the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) "Record" means a "record" as defined in the *Interpretation Act*;
- (e) "Sensitive Information" means
 - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that

the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

- (a) remained as complete as when it was acquired or accessed by the Contractor; and
- (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:

- (a) any Records in the possession of the Contractor containing Information; or

- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

- 18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

- 19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
- 20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
- 21. The appendices attached to this Schedule are part of this Schedule.
- 22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
- 23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
- 24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none">• B.C. driver's licence or learner's licence (must have photo)• B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none">• Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none">• Canadian Citizenship Card• Permanent Resident Card• Canadian Record of Landing/Canadian Immigration Identification Record	<ul style="list-style-type: none">• School ID card (student card)• Bank card (only if holder's name is on card)• Credit card (only if holder's name is on card)• Passport• Foreign birth certificate (a baptismal certificate is not acceptable)• Canadian or U.S. driver's licence• Naturalization certificate• Canadian Forces identification• Police identification• Foreign Affairs Canada or consular identification• Vehicle registration (only if owner's signature is shown)• Picture employee ID card• Firearms Acquisition Certificate• Social Insurance Card (only if has signature strip)• B.C. CareCard• Native Status Card• Parole Certificate ID• Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act

The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.

Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

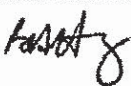
THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) Ministry of Citizens' Services, Online Channel Office		AGREEMENT IDENTIFICATION NO. C11OCO23558
PROVINCE'S CONTACT PERSON NAME & TITLE: Fran Morrison, Project Director, Service Delivery		PHONE NO (250) 952-6812 FAX NO (250) 387-2144
MAILING ADDRESS 525 Superior Street, Victoria, BC		POSTAL CODE V8W 9V3
CONTRACTOR NAME ITI International Technology Integration Inc. (Trinity Wolfe)		
CONTRACTOR ADDRESS 854 Pandora Avenue - Victoria BC		POSTAL CODE V8W 1P4

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME ITI International Technology Integration Inc,		
	ADDRESS 854 Pandora Avenue, Victoria, BC		V8W 1P4
OPERATIONS INSURED	PROVIDE DETAILS As per SCHEDULE 'A' Services Provided		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Commercial Insurance	Lloyds of London Under Contract No. C001650800- Policy No. CJB-0003 - All Risk Property	2011/04/11	159,000.00
Commercial General Liability	Canada World Wide - Policy No. XCWW1002780	2011/04/11	2,000,000.00
Professional Errors & Omissions Liability	Canada World Wide - Policy No. XCWW1002780	2011/04/11	2,000,000.00

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENT OR BROKER 	ADDRESS 830 Pandora Avenue, Victoria, BC	PHONE NO (250) 388-5555
Hendry Swinton McKenzie Insurance Services Inc.		
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)		DATE SIGNED January 11, 2011

INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



BRITISH
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<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.: C11OCO23632</i> <i>Requisition No.: 23632</i> <i>Solicitation No.(if applicable): _____</i> <i>Commodity Code: AB.AB00</i>	<i>Financial Information</i>
<i>Contractor Information</i>	<i>Client: 112</i>
<i>Supplier Name: Alex Halkett & Associates</i>	<i>Responsibility Centre: 32749</i>
<i>Supplier No. 2044553</i>	<i>Service Line: 11842</i>
<i>Telephone No.:</i>	<i>STOB: 6309</i>
<i>E-mail Address S22</i>	<i>Project: 3200000</i>
	<i>Template version: September 29, 2010</i>

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SCHEDULE A – SERVICES

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
- Part 3 - Expenses
- Part 4 - Statements of Account
- Part 5 - Payments Due

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 27 day of January, 2011.

BETWEEN:

Alex Halkett & Associates
S22
Victoria BC S22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Citizens Services (the "Province") with the following specified address and fax number:

Corporate Data and Web Services
1st Floor, 525 Superior St.
Victoria BC
V8W 1V9
Fax: 250-387-2144

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;
- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify in whole or in part the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor, must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

Right of Province to negotiate license of Produced Material

- 6.5 After the end of the Term, the Province in its sole discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement (each a "Loss"), excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
- (a) \$2,000,000 per Loss; and

- (b) \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
 - (b) a claim of infringement of third-party intellectual property rights; or
 - (c) a breach of section 5.1, 5.2, 5.3 or 6.1 of this Agreement.

Province to notify Contractor of Loss

- 9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
- (a) then the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
 - (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

- 9.6 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.7 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.8 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.9 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.7 and 9.8.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (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 Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement 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 the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province 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 Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 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 must promptly notify the Province 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 must 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 must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of arbitration or mediation

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a arbitration or mediation under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, 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 Agreement, 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 Agreement, 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

- 13.2 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 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4. The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement 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

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

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

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

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to, or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

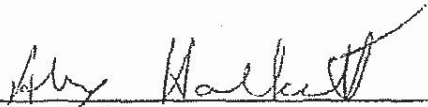
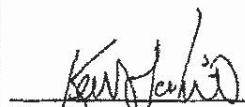
14.1 In this Agreement:

- (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 Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement 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 Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement 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 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>01</u> day of <u>FEBRUARY</u>, 2011 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Alex Halkett</u> _____ Print Name(s)</p> <p><u>Principal</u> _____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 2011 on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Kevin Jardine</u> _____ Print Name</p> <p><u>Assistant Deputy Minister</u> _____ Print Title</p>
---	--

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on February 1, 2011 and ends on March 31, 2011.

PART 2. SERVICES:

Outputs

The Contractor must:

- 1 - Assist in the population of spreadsheets and database tables with Open Data catalogue entries as received from sector partners. This task will include quality assurance tasks which may require interaction with sector partner submitters to clarify/refine their catalogue contributions.
- 2 - Complete Distribution Service and Security Service additions/modification/deletions as required. This includes troubleshooting services to determine actions required.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- 1 - Sufficient content for initial release of the DataBC open data website.
- 2 - Current and correct configuration of the Data Distribution Service and the associated Data Access Security Service.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

Monthly status reports in electronic form delivered by email to the contract monitor indicating hours spent on each activity.

PART 3. RELATED DOCUMENTATION:

No Related Documentation

PART 4 KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Alex Halkett

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$15,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Fees: at a rate of \$50 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

a period from and including the 1st day of a month to and including the last day of that month the Contractor's legal name and address;

- (a) the date of the statement, and the Billing Period to which the statement pertains;
- (b) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period
- (c) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (d) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (e) a description of this Agreement;
- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes), claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule P – Additional Terms

Not applicable

Schedule G – Security Schedule

Security Terms

1 Privacy Protection

The Province's Privacy Protection Schedule (Schedule E), as amended from time to time, will be attached to any Contract resulting from this Request for Qualifications.

The Contractor will be required to maintain security standards in respect of data and personal information consistent with the Province's policies and the Freedom of Information and Protection of Privacy Act, as amended, including strict control of access to data and personal information and maintaining confidentiality of data and personal information gained while carrying out their duties.

2 Security of Information

The Contractor acknowledges that the Service will store governmental information and as such, the security, availability, integrity and confidentiality of the information is paramount to the Province. The Contractor agrees to meet the Province's security practices and procedure requirements as set out in this section¹, as amended from time to time.

3 Adherence to Provincial Security Standards

The Contractor agrees, and will have its sub-contractors agree, to maintain security standards consistent with security policies and practices of the Province of British Columbia as outlined in the Province's Core Policy and Procedures Manual, Section 15, and the Information Technology Security Policy (ITSP), as may be as amended from time to time.

4 Security and Audit Communication and Compliance Monitoring

The Contractor will receive, understand, communicate to all employees and sub-contractors, and monitor for compliance, all of the security and audit requirements issued by the Province as detailed in this section.

5 Security Clearances

All personnel working on telecommunications systems and information systems and their associated administrative systems that provide the Services for the Province of British Columbia or house data associated with the Service provided to the Province may be required to successfully pass a background security clearance check at a level agreed to by the Province. The Contractor will be required to ensure that all personnel employed in providing the Services, either directly or indirectly, who require access to information associated with the provision of the Services or access to facilities used to provide the Services to the Province, meet the same security clearance criteria. The Contractor and its sub-contractors will have procedures in place during the term of the Contract to quickly revoke access in the event of a personnel termination or security concern.

¹ All references to "section" in paragraphs 1 through 15 refer to all of Schedule G

6 System Access

The Contractor agrees that access to any systems or facilities used to provide Services to the Province or systems owned by the Province for which the are provided for under this Contract will be limited to Authorized personnel only. Any processing platforms or telecommunications facilities used to provide the Services that are shared with other customers of the Contractor or any sub-contractor will be partitioned in such a way to allow only Authorized personnel to access Provincial data and service configurations.

7 Data Access

The Contractor and its sub-contractors will, for the term of this Contract, have procedures in place to ensure that the Province's or resident on Contractor owned or maintained hardware systems is limited to Authenticated and Authorized personnel only, including ensuring that data is not addressable from networks owned or operated by the Contractor or sub-contractors or downstream network connections from those networks except by Authenticated and Authorized personnel only.

8 Physical Access

The Contractor or its sub-contractors will ensure that equipment used to provide the Services to the Province is secured by an electronic card access system, combination lock, or lock and key, or equivalents, maintain logs of all accesses to any site including any of the Province's computer centres of office locations that may be used to provide the Services, and have a procedure under which access audit reports would be made readily available to the Province.

9 Security of Data Transit and Storage

The Province's or Client data that is stored on the Province's Equipment or is stored on equipment such as servers or systems other than those owned by the Province will be secure at all times and encrypted using industry standards of encryption when transported on an unsecured network. Passwords will be encrypted at all times.

10 Monitoring of Data

The Contractor, including sub-contractors, agrees to use its best efforts to ensure the security of all data within the Services. The Contractor will restrict data monitoring to Authorized, security cleared, personnel performing maintenance activities only, ensure that any information obtained is not stored, used or disclosed to third parties, and have policies in place that prohibit the use or disclosure of any sensitive monitored information by its staff or sub-contractors.

11 Security Records and Reporting

The Contractor agrees that:

- a. The Province will be given immediate notification of any actual or suspected security breaches or violations;
- b. The Province will have complete and open access to security records for a period of 7 years to enable investigations of security Incidents; and
- c. Security records are subject to privacy regulations and will not be disclosed or accessed by personnel that are not Authorized.

12 Security Investigations

The Contractor will ensure that court ordered monitoring of equipment or telecommunications facilities used to serve the Province is only initiated via a representation to the Province by an authorized law enforcement agency. The Province will be granted access to monitored information for the purposes of either court ordered or internal security investigations.

13 Network Acceptable Use

Telecommunications facilities that are purchased and used by the Province are to be used only to conduct the business of the Province. Routing of traffic not associated with the Services supplied to the Province by the Contractor's personnel or sub-contractors on the Province's networks and the use of unauthorized attachments of cables, modems, wireless or other communication equipment on any portion of the Province's networks is prohibited. The Contractor agrees to have policies and procedures that will prohibit such use and attachments.

14 Fraud Detection

Processes are in place that identify inappropriate use of the Province's networks. The Contractor will support the Province's investigation of suspicious events.

15 Adherence to Provincial Security Safeguards

The Contractor and its sub-contractors will implement security safeguards as deemed appropriate and necessary by the Province during the term of this Contract. Failure to meet this requirement may lead to termination of the Contract.

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by Ministry of Citizens Services, Corporate Data and Web Services (the "Province")

AND

Alex Halkett & Associates (the "Contractor")

BACKGROUND

A. The parties entered into an agreement dated January 27, 2011, Contract #C11OCO23632 a copy of which is attached as Exhibit 1 (the "Agreement").

B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) The term of the agreement is extended to end on April 30, 2011.
- (2) Schedule B of the Agreement is deleted and the following substituted.
- (3) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the ____ day of _____, 2011 on behalf of the Province by
its duly authorized representative:

Signature [Signature]

Name: Kevin Jardine

SIGNED AND DELIVERED on the 29 day of March, 2011 by or on behalf of the
Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature [Signature]

Name: Alex Halkett

Modification to Contract #C11OCO23632

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$20,250.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

\$50.00 per hour,

Three to five days per week, as required.

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.
- (a) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by us as required to obtain the discount.

GENERAL SERVICE AGREEMENT



BRITISH
COLUMBIA

The Best Place on Earth

<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.: C11OCO23877</i> <i>Requisition No.: 23877</i> <i>Solicitation No.(if applicable): _____</i> <i>Commodity Code: AB.AB00</i>	<i>Financial Information</i>
<i>Contractor Information</i>	<i>Client: 112</i>
<i>Supplier Name: ITI International Technology Integration Inc.</i>	<i>Responsibility Centre: 32749</i>
<i>Supplier No.: 388921 Site 003</i>	<i>Service Line: 11842</i>
<i>Telephone No.: 250-595-8282</i>	<i>STOB: 6309</i>
<i>E-mail Address: ken.stephen@iticanada.ca</i>	<i>Project: 3200306</i>

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by Ministry of Citizens Services, Business and Workforce Transformation, (the
Province)

AND

International Technology Integration Inc. (the Contractor)

BACKGROUND

A. The parties entered into an agreement dated February 28, 2011, a copy of which is attached
as Exhibit 1 (the "Agreement").

B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

(1) Fees will be increased by \$1,950.00 to a total of \$18,200.00.

(2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the _____ day of _____, 20____ on behalf of the Province
by its duly authorized representative:

Signature 

Print Name _____

SIGNED AND DELIVERED on the 3rd day of March, 2011 by or on behalf of the
Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature 

Print Name KEN STEPHEN, HR & MANPOWER MANAGER

Governing law

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

14 INTERPRETATION



14.1 In this Agreement:

- (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 Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement 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 Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement 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 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>9th</u> day of <u>MAY</u>, 20<u>11</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Ken Stephen</u> _____ Print Name(s)</p> <p><u>HR & Marketing Manager</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>11th</u> day of <u>MAY</u>, 20<u>11</u> on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Kevin Jardine</u> _____ Print Name</p> <p><u>Assistant Deputy Minister</u> _____ Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on May 10, 2011 and ends on March 31, 2012.

PART 2. SERVICES:

The Province will be relying on the contractor's expert abilities in researching content requirements for updates required periodically to the content on the WelcomeBC website. <http://www.welcomebc.ca/> and other project based internet/intranet site development undertaken by Corporate Data and Web Services requiring content writers. Due to the nature of the websites target audience content often requires research to ensure that content is culturally appropriate for the target audience. Methods of research to include interviewing of ministry staff and subject matter experts and reviewing related websites.

Requests for services will be submitted from the Province's, Corporate Data and Web Services, Project Management Office in writing stating project assignment, project number, resource required, hours/budget allotted for assignment, deliverables, schedule, scope and nature of assignments for content writing.

Outputs

The Contractor must:

- Write content as requested for new site pages.
- Ensure consistency of content style in accordance with the specifications provided for the project assignments.
- Develop content in the format required by Corporate Data and Web Services (ie. Word template or Excel spreadsheet).
- Develop metadata following guidelines supplied by Corporate Data and Web Services, as requested for site content.

Inputs

The Contractor must:

- Provide qualified staff with available time to complete the required outputs as specified by the end of the term of this agreement.
- Use own equipment (hardware and software) to produce the documentation.
- Provide the documents in a format specified by the Province.
- Provide updates as requested to the supervisor.

Submit work in a timely manner.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

A list of the desired outcomes will be provided to the contractor with each request for services against this contract.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The contractor will be part of a project team that will mutually agree on the schedule, scope and nature of assignments for content writing. All requests will be assigned to a specific project and assigned a number for reporting time.
- The contractor will report directly to the Project Manager assigned to the specific project component.

PART 3. RELATED DOCUMENTATION:

Not applicable.

PART 4 KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Brad Craig
- (b) Sarah Bolduc
- (c) Barb Carver
- (d) Joan Acosta
- (e) Barb Eschner
- (f) Denise Runions

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$50,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$69.00 per hour for those hours during the Term when the Contractor provides the Services of Brad Craig, Sarah Bolduc, Barb Eschner, or Denise Runions.

Fees: at a rate of \$115.00 per hour for those hours during the Term when the Contractor provides the Services of Barb Carver or Joan Acosta.

3. EXPENSES:

Expenses: None.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (e) a description of this Agreement;
- (f) a statement number for identification;
- (g) any other billing information reasonably requested by the Province;
- (h) a timesheet outlining the following information for each resource: Contract Number, Project Number, Resource Name, Hourly Rate, Description of Work Completed;
- (i) Statement of account to be submitted electronically to Attention: Project Coordinator, Karen.Smith@gov.bc.ca; Ministry of Labour, Citizens' Services and Open Government, Corporate Data and Web Services, P.O. Box 9439 Stn. Prov Govt., Victoria, BC V8W 9V3.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes), claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C - Approved Subcontractor(s)

Not applicable.

Schedule D - Insurance

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act*;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.

22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not applicable.

Schedule G – Security Schedule

Definitions

1. In this Schedule,

- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
- (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
- (c) "Information" means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) "Record" means a "record" as defined in the *Interpretation Act*;
- (e) "Sensitive Information" means
 - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligation in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and

retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and

- (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:

- (a) any Records in the possession of the Contractor containing Information; or
- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> • Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> • School ID card (student card) • Bank card (only if holder's name is on card) • Credit card (only if holder's name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver's licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner's signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

Criminal history check

5. The Contractor must arrange for and retain documented results of a criminal history check on a Services Worker obtained through the Services Worker's local policing agency. Criminal history checks must be repeated as necessary to ensure that at all times the most recent criminal history check on a Services Worker was completed within the previous five years.

GENERAL SERVICE AGREEMENT



BRITISH
COLUMBIA

The Best Place on Earth

<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.: C12CDWS24135</i> <i>Requisition No.: 24135</i> <i>Solicitation No. (if applicable): _____</i> <i>Commodity Code: AB.AB00</i>	<i>Financial Information</i>
<i>Contractor Information</i>	<i>Client: 112</i>
<i>Supplier Name: ITI International Technology Integration Inc.</i>	<i>Responsibility Centre: 32749</i>
<i>Supplier No.: 388921 Site 003</i>	<i>Service Line: 11842</i>
<i>Telephone No.: 250-595-8282</i>	<i>STOB: 6309</i>
<i>E-mail Address: ken.stephen@iticanada.ca</i>	<i>Project: 3200000</i>

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SCHEDULE A - SERVICES

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

SCHEDULE B - FEES AND EXPENSES

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
- Part 3 - Expenses
- Part 4 - Statements of Account
- Part 5 - Payments Due
- Part 6 - Goods and Services Tax

SCHEDULE C - APPROVED SUBCONTRACTOR(S)

SCHEDULE D - INSURANCE

SCHEDULE E - PRIVACY PROTECTION SCHEDULE

SCHEDULE F - ADDITIONAL TERMS

SCHEDULE G - SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 1 day of April, 2011.

BETWEEN:

International Technology Integration Inc. (the "Contractor") with the following specified address and fax number:
854 Pandora Avenue, Victoria BC
V8W 1P4

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Ministry of Citizens Services, Corporate Data and Web Services (the "Province") with the following specified address and fax number:
525 Superior Street, Victoria BC
PO Box 9439, Stn Prov Govt
Fax: 250-387-2144

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule, plus any applicable taxes; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must apply for and, immediately on receipt, remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
- (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (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 Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement 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 the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province 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 Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 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 must promptly notify the Province 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 must 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 must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, 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 Agreement, 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 Agreement, 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

- 13.2 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 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement 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

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

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

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

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

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

14 INTERPRETATION

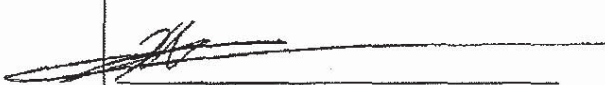

14.1 In this Agreement:

- (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 Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement 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 Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement 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 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the <u>25th</u> day of <u>March</u> , 2011 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 2011 on behalf of the Province by its duly authorized representative:
	
Signature(s)	Signature
<u>Ken Stephen</u>	<u>Kevin Jardine</u>
Print Name(s)	Print Name
<u>HR & Marketing Manager</u>	<u>Assistant Deputy Minister</u>
Print Title(s)	Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on April 1, 2011 and ends on April 30, 2011.

PART 2. SERVICES:

Outputs

The Contractor must:

- Work with the test lead and project manager to ensure overall product quality management
- Create test plans, test scripts, define and document test cases
- Define and perform and/or oversee test activities.
- Tests product and processes to establish functionality and effectiveness and to ensure the products meet the business requirements
- Assist in determining what modifications are needed after testing
- Assists in developing and planning change implementation with the Project Manager and team leads.
- Produce the following deliverables:
 1. Test Plan, Test scripts and test cases
 2. Documented results and observations after inspections and audits.

Inputs

The Contractor must:

- Use own equipment (hardware and software) to produce the documentation.
- Provide the documents in a format specified by the Province
- Provide updates as requested to the supervisor.
- Submit work in a timely manner.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Fully tested, functioning and approved websites ready for launch.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The contractor will be part of a test team that will mutually agree on the schedule, scope and nature of test runs and test reports to ensure the tests, test results and potential re-work can be completed within the time allotted for testing within the project schedule..

The contractor will report directly to the test team leader, Adam Ungstad, Business Analyst.

PART 3. RELATED DOCUMENTATION:

Not applicable

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Denise Runions
 - (b) Barbara Eschner

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$7,800.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

Hourly Rate

Fees: at a rate of \$65.00 per hour for those hours during the Term when the Contractor provides the Services.

2. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.
- (a) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by us as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Professional Liability insuring your liability resulting from errors or omissions in the performance of the Services in an amount per occurrence and in the aggregate calculated as follows:
 - i. \$1,000,000
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,

- (a) "access" means disclosure by the provision of access;
- (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
- (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

- 3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

- 6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Definitions

1. In this Schedule,

- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
- (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
- (c) "Information" means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) "Record" means a "record" as defined in the *Interpretation Act*;
- (e) "Sensitive Information" means
 - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that

the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:
 - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
 - (b) unauthorized access to Facilities or Equipmenthas occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
 - (a) any Records in the possession of the Contractor containing Information; or

- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

- 18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

- 19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
- 20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
- 21. The appendices attached to this Schedule are part of this Schedule.
- 22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
- 23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
- 24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> • Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> • School ID card (student card) • Bank card (only if holder's name is on card) • Credit card (only if holder's name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver's licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner's signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 358-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) Ministry of Citizens' Services, Corporate Data and Web Services		AGREEMENT IDENTIFICATION NO. C12CDWS24135	
PROVINCE'S CONTACT PERSON NAME & TITLE, Fran Morrison, Project Director, Service Delivery		PHONE NO (250) 952-6812	
MAILING ADDRESS 525 Superior Street, Victoria, BC		FAX NO (250) 387-2144	
CONTRACTOR NAME ITI INTERNATIONAL TECHNOLOGY INTEGRATION INC.		POSTAL CODE V8W 9V3	
CONTRACTOR ADDRESS 854 Pandora Avenue - Victoria BC		POSTAL CODE V8W 1P4	

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME ITI INTERNATIONAL TECHNOLOGY INTEGRATION INC.		
	ADDRESS 854 Pandora Avenue - Victoria BC		POSTAL CODE V8W 1P4
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Commercial General Liability	Canada Worldwide - Policy No WCWW2002780	2011/04/11	\$2,000,000
Errors & Omissions Liability	Canada Worldwide - Policy No. WCWW2002780	2011/04/11	\$1,000,000

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENT OR BROKER Hendry, Swinton, McKenzie Insurance Services Inc.	ADDRESS 830 Pandora Avenue, Victoria, BC	PHONE NO (250) 388-5555
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) <i>m. Green</i>		DATE SIGNED March 25, 2011

INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



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<i>For Administrative Purposes Only</i>	
Ministry Contract No.: C12EDS24493 Requisition No.: 24493 Solicitation No.(if applicable): _____ Commodity Code: AB.AB00 Contractor Information Supplier Name: Alex Halkett & Associates Supplier No. 2044553 Telephone No.: _____ E-mail Address: _____ S22	Financial Information Client: 112 Responsibility Centre: 32749 Service Line: 11842 STOB: 6309 Project: 3200292 Template version: September 29, 2010

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SCHEDULE A – SERVICES

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- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable
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SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 16 day of June, 2011.

BETWEEN:

Alex Halkett & Associates
S22
Victoria BC S22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Labour, Citizens Services and Open Government (the "Province") with the following specified address and fax number:
Business and Workforce Transformation
PO Box 9439
STN PROV GOVT
Victoria BC
V8W 9V3
Fax: 250-387-2144

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;
- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify in whole or in part the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and

- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor, must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

Right of Province to negotiate license of Produced Material

- 6.5 After the end of the Term, the Province in its sole discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement (each a "Loss"), excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
- (a) \$2,000,000 per Loss; and

- (b) \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
 - (b) a claim of infringement of third-party intellectual property rights; or
 - (c) a breach of section 5.1, 5.2, 5.3 or 6.1 of this Agreement.

Province to notify Contractor of Loss

- 9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
- (a) then the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
 - (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

- 9.6 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.7 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.8 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.9 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.7 and 9.8.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (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 Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement 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 the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province 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 Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 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 must promptly notify the Province 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 must 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 must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of arbitration or mediation

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a arbitration or mediation under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, 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 Agreement, 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 Agreement, 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

- 13.2 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 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4. The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement 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

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

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

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

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent Information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to, or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

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

14 INTERPRETATION

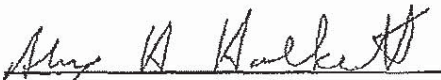
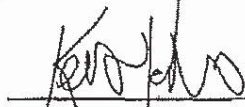
14.1 In this Agreement:

- (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 Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement 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 Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement 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 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>29</u> day of <u>June</u>, 2011 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> Signature(s)</p> <p><u>Alex Halkett</u> Print Name(s)</p> <p><u>Principal DATA MANAGEMENT SPECIALIST</u> Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 2011 on behalf of the Province by its duly authorized representative:</p> <p> Signature</p> <p><u>Kevin Jardine</u> Print Name</p> <p><u>Assistant Deputy Minister</u> Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 4, 2011 and ends on August 12, 2011.

PART 2. SERVICES:

Outputs

The Contractor must:

- 1 - Assist in the population of spreadsheets and database tables with Open Data catalogue entries as received from sector partners. This task will include quality assurance tasks which may require interaction with sector partner submitters to clarify/refine their catalogue contributions.
- 2 - Complete Distribution Service and Security Service additions/modification/deletions as required. This includes troubleshooting services to determine actions required.
- 3 - Assist in transition and mentoring of Enterprise Data Services staff with respect to the above tasks.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- 1 - Current content required for initial release of the DataBC open data website.
- 2 - Current and correct configuration of the Data Distribution Service and the associated Data Access Security Service.
- 3 - Enterprise Data Services branch staff capable of completing: Open Data Catalogue population and maintenance and; Distribution and Discovery Service configuration activities.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

Monthly status reports in electronic form delivered by email to the contract monitor indicating hours spent on each activity.

PART 3. RELATED DOCUMENTATION:

No Related Documentation

PART 4 KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

(a) Alex Halkett

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$10,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Fees: at a rate of \$50 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

a period from and including the 1st day of a month to and including the last day of that month the Contractor's legal name and address;

- (a) the date of the statement, and the Billing Period to which the statement pertains;
- (b) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period
- (c) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (d) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (e) a description of this Agreement;
- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes), claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,

- (a) "access" means disclosure by the provision of access;
- (b) "Act" means the *Freedom of Information and Protection of Privacy Act*;
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
- (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

- 3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

- 6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.

22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Security Terms

1 Privacy Protection

The Province's Privacy Protection Schedule (Schedule E), as amended from time to time, will be attached to any Contract resulting from this Request for Qualifications.

The Contractor will be required to maintain security standards in respect of data and personal information consistent with the Province's policies and the Freedom of Information and Protection of Privacy Act, as amended, including strict control of access to data and personal information and maintaining confidentiality of data and personal information gained while carrying out their duties.

2 Security of Information

The Contractor acknowledges that the Service will store governmental information and as such, the security, availability, integrity and confidentiality of the information is paramount to the Province. The Contractor agrees to meet the Province's security practices and procedure requirements as set out in this section¹, as amended from time to time.

3 Adherence to Provincial Security Standards

The Contractor agrees, and will have its sub-contractors agree, to maintain security standards consistent with security policies and practices of the Province of British Columbia as outlined in the Province's Core Policy and Procedures Manual, Section 15, and the Information Technology Security Policy (ITSP), as may be as amended from time to time.

4 Security and Audit Communication and Compliance Monitoring

The Contractor will receive, understand, communicate to all employees and sub-contractors, and monitor for compliance, all of the security and audit requirements issued by the Province as detailed in this section.

5 Security Clearances

All personnel working on telecommunications systems and information systems and their associated administrative systems that provide the Services for the Province of British Columbia or house data associated with the Service provided to the Province may be required to successfully pass a background security clearance check at a level agreed to by the Province. The Contractor will be required to ensure that all personnel employed in providing the Services, either directly or indirectly, who require access to information associated with the provision of the Services or access to facilities used to provide the Services to the Province, meet the same security clearance criteria. The Contractor and its sub-contractors will have procedures in place during the term of the Contract to quickly revoke access in the event of a personnel termination or security concern.

¹ All references to "section" in paragraphs 1 through 15 refer to all of Schedule G

6 System Access

The Contractor agrees that access to any systems or facilities used to provide Services to the Province or systems owned by the Province for which the are provided for under this Contract will be limited to Authorized personnel only. Any processing platforms or telecommunications facilities used to provide the Services that are shared with other customers of the Contractor or any sub-contractor will be partitioned in such a way to allow only Authorized personnel to access Provincial data and service configurations.

7 Data Access

The Contractor and its sub-contractors will, for the term of this Contract, have procedures in place to ensure that the Province's or resident on Contractor owned or maintained hardware systems is limited to Authenticated and Authorized personnel only, including ensuring that data is not addressable from networks owned or operated by the Contractor or sub-contractors or downstream network connections from those networks except by Authenticated and Authorized personnel only.

8 Physical Access

The Contractor or its sub-contractors will ensure that equipment used to provide the Services to the Province is secured by an electronic card access system, combination lock, or lock and key, or equivalents, maintain logs of all accesses to any site including any of the Province's computer centres of office locations that may be used to provide the Services, and have a procedure under which access audit reports would be made readily available to the Province.

9 Security of Data Transit and Storage

The Province's or Client data that is stored on the Province's Equipment or is stored on equipment such as servers or systems other than those owned by the Province will be secure at all times and encrypted using industry standards of encryption when transported on an unsecured network. Passwords will be encrypted at all times.

10 Monitoring of Data

The Contractor, including sub-contractors, agrees to use its best efforts to ensure the security of all data within the Services. The Contractor will restrict data monitoring to Authorized, security cleared, personnel performing maintenance activities only, ensure that any information obtained is not stored, used or disclosed to third parties, and have policies in place that prohibit the use or disclosure of any sensitive monitored information by its staff or sub-contractors.

11 Security Records and Reporting

The Contractor agrees that:

- a. The Province will be given immediate notification of any actual or suspected security breaches or violations;
- b. The Province will have complete and open access to security records for a period of 7 years to enable investigations of security Incidents; and
- c. Security records are subject to privacy regulations and will not be disclosed or accessed by personnel that are not Authorized.

12 Security Investigations

The Contractor will ensure that court ordered monitoring of equipment or telecommunications facilities used to serve the Province is only initiated via a representation to the Province by an authorized law enforcement agency. The Province will be granted access to monitored information for the purposes of either court ordered or internal security investigations.

13 Network Acceptable Use

Telecommunications facilities that are purchased and used by the Province are to be used only to conduct the business of the Province. Routing of traffic not associated with the Services supplied to the Province by the Contractor's personnel or sub-contractors on the Province's networks and the use of unauthorized attachments of cables, modems, wireless or other communication equipment on any portion of the Province's networks is prohibited. The Contractor agrees to have policies and procedures that will prohibit such use and attachments.

14 Fraud Detection

Processes are in place that identify inappropriate use of the Province's networks. The Contractor will support the Province's investigation of suspicious events.

15 Adherence to Provincial Security Safeguards

The Contractor and its sub-contractors will implement security safeguards as deemed appropriate and necessary by the Province during the term of this Contract. Failure to meet this requirement may lead to termination of the Contract.