

**MASTER SERVICES AGREEMENT**

**between**

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED  
BY THE MINISTER OF EDUCATION**

**and**

**FUJITSU CONSULTING (CANADA) INC.**

**as of**

**November 5, 2013**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – INTERPRETATION AND GENERAL MATTERS .....	1
1.1 Definitions.....	1
1.2 Recitals.....	1
1.3 Headings.....	1
1.4 Interpretation.....	1
1.5 Acting Reasonably.....	2
1.6 Accounting Policy.....	3
1.7 Calculation of Time Periods.....	3
1.8 Currency References.....	3
1.9 Time.....	3
1.10 Schedules.....	3
1.11 Document Conflicts.....	4
1.12 Objectives of the Parties.....	4
1.13 General Scope.....	5
ARTICLE 2 – AGREEMENT TERM AND RENEWAL .....	5
2.1 Initial Term.....	5
2.2 No Renewal Assurances.....	5
2.3 No Expropriation.....	5
2.4 Renewal Option.....	6
2.5 Renewal Notice.....	6
2.6 Renewal Negotiations.....	6
2.7 One Year Extension.....	7
2.8 Extension Notice.....	7
2.9 Extension Terms.....	7
2.10 Termination Assistance.....	7
2.11 Effect of Termination.....	8
ARTICLE 3 – SERVICES .....	8
3.1 Overview of Services.....	8
3.2 Ongoing Services.....	8
3.3 Services As Needed.....	8
3.4 Included or Inherent Services.....	8
3.5 Language of Services.....	9
3.6 Standard of Care.....	9
3.7 Services Changes.....	9
3.8 Service Recommendations.....	9
3.9 Quality Management.....	9
3.10 Documentation.....	10
3.11 Manual Requirements.....	10
3.12 Province Retained Responsibilities.....	10
3.13 Restrictions on Shared Environment.....	11
ARTICLE 4 – SERVICE AND DATA LOCATIONS .....	11
4.1 Overview of Service Locations.....	11
4.2 Service Locations.....	12
4.3 Relocation of the Service Provider Service Locations.....	12
4.4 Service Location Policies.....	12

ARTICLE 5 – CHANGE ORDER PROCESS.....	13
5.1 Ordinary Course Changes. ....	13
5.2 Province Initiated Ordinary Course Changes. ....	13
5.3 Other Changes. ....	13
5.4 Change Request.....	14
5.5 Change Request Process.....	14
5.6 Change Request Impact on Fees. ....	15
5.7 Mandatory Changes. ....	16
5.8 Implementation of Mandatory Changes. ....	16
5.9 Change Orders.....	17
5.10 Implementation of Change Orders. ....	17
5.11 Consequential Amendments.....	18
5.12 Record of Changes. ....	18
ARTICLE 6 – SERVICE LEVELS.....	18
6.1 General Compliance. ....	18
6.2 Restrictions on Changes to Service Levels. ....	19
6.3 Review and Changes to Service Levels. ....	19
6.4 Monitoring. ....	19
6.5 Service Level Reports. ....	20
6.6 Problem Alert and Escalation Procedures. ....	20
6.7 Service Level Failures.....	21
ARTICLE 7 – BRANDING AND COMMUNICATIONS .....	22
7.1 Service Provider Marks .....	22
7.2 Publicity. ....	22
7.3 Province Customer Communications.....	22
7.4 Adverse Impact Notice.....	23
ARTICLE 8 – RELATIONSHIP MANAGEMENT AND HUMAN RESOURCES .....	23
8.1 Governance. ....	23
8.2 Cooperation of the Parties. ....	23
8.3 Power and Authority of the Service Provider.....	23
8.4 Province’s Right to Issue Directives. ....	24
8.5 Province Approval. ....	24
8.6 Province Continuity. ....	25
8.7 Key Positions. ....	25
8.8 Changes in Key Positions.....	26
8.9 Key Position Failures. ....	27
8.10 General Principles Regarding Personnel. ....	27
ARTICLE 9 – SUBCONTRACTORS .....	29
9.1 Responsibility for Subcontractors. ....	29
9.2 Inconsistent Subcontract Terms. ....	29
9.3 General Contract Terms (Subcontractors).....	29
9.4 Subcontractor Monitoring. ....	30
9.5 Non-Disclosure Documents. ....	30
9.6 Confidentiality Breaches.....	31
9.7 Material Subcontractors. ....	31
9.8 Additional Material Subcontract Terms. ....	31
9.9 Extracts of Subcontracts.....	32
9.10 Consent to Use of Material Subcontractors.....	32
9.11 Province Criteria for Material Subcontractors. ....	32
9.12 Removal of Subcontractor.....	32
9.13 Other Business with Subcontractors.....	33

9.14	Suppliers.....	33
ARTICLE 10 – REPORTING AND ANNUAL OPERATING PLAN .....		34
10.1	Reporting Generally.....	34
10.2	Annual Review of Reporting Requirements.....	34
10.3	Changes to Reporting Requirements.....	34
10.4	Format of Reports.....	34
10.5	Annual Operating Plan.....	35
10.6	Timing of Annual Operation Plan.....	35
10.7	Annual Confirmation.....	36
ARTICLE 11 – MAINTENANCE OF RECORDS .....		36
11.1	Maintenance of Records.....	36
11.2	Transferred Records.....	37
11.3	Custody of Province Records.....	37
11.4	Control of Province Records.....	37
11.5	Final Return of Province Records.....	38
11.6	Costs of Record Keeping.....	38
11.7	Storage and Disposal of Records.....	38
11.8	Locations of Records.....	39
ARTICLE 12 – FEES AND PAYMENT TERMS .....		39
12.1	Fees.....	39
12.2	Invoices.....	39
12.3	Method of Payment.....	40
12.4	Taxes.....	40
12.5	Right of Set-Off.....	40
12.6	Disputed Payments.....	41
12.7	Most Favoured Pricing.....	41
ARTICLE 13 – PRIVACY, SECURITY AND CONFIDENTIALITY .....		41
13.1	Personal Information Protection and Security Obligations.....	41
13.2	Foreign Disclosures.....	41
13.3	Corporate Structure and Corporate Chart.....	42
13.4	Canadian Entities .....	42
13.5	Acknowledgement.....	42
13.6	Safeguarding Confidential Information.....	42
13.7	Permitted Disclosure and Use of Confidential Information.....	43
13.8	Province Permitted Disclosure.....	43
13.9	Exceptions to Obligation of Confidentiality.....	44
13.10	Disclosure Compelled by Law.....	44
13.11	Disclosure of Personal Information.....	45
13.12	Court Order Disclosure.....	45
13.13	Notification of Unauthorized Use of Confidential Information.....	46
13.14	Breach of Confidentiality.....	46
13.15	No Rights to Confidential Information.....	46
13.16	Ownership of Province Confidential Information.....	46
ARTICLE 14 – SERVICE CONTINUITY .....		47
14.1	General.....	47
14.2	Roles and Responsibilities.....	47
14.3	Service Provider Representative.....	49
14.4	Plan Management and Annual Reviews.....	49
14.5	Recovery Time Objectives.....	49
14.6	Testing of Service Continuity Plan.....	50



14.7	Actual Disaster.....	51
ARTICLE 15 – TECHNOLOGY, ARCHITECTURE AND IMPROVEMENTS .....		52
15.1	Technology Improvements and Currency.....	52
15.2	Material Technology Change.....	52
15.3	Technology Presentations.....	52
15.4	System Contaminants.....	52
15.5	System Protection Features.....	52
ARTICLE 16 – INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.....		53
16.1	Ownership of Assets .....	53
16.2	Ownership of Province Intellectual Property .....	53
16.3	License to Service Provider.....	53
16.4	Province's Use of SP Intellectual Property - During the Term.....	53
16.5	SP Intellectual Property – Continuity.....	53
16.6	Ownership of SP Intellectual Property.....	54
16.7	Aspen IP Terms.....	54
ARTICLE 17 – PROVINCE SHARED INFRASTRUCTURE.....		54
17.1	Ownership and Control of Province Shared Infrastructure.....	54
17.2	Use of Province Shared Infrastructure.....	55
17.3	Restrictions on Access and Use.....	55
17.4	Ordinary Course Changes to Province Shared Infrastructure.....	57
17.5	Material Changes to Province Shared Infrastructure.....	57
17.6	Changes Required for or Initiated by the Service Provider.....	58
17.7	Cooperation of the Parties.....	59
17.8	Change Order Process.....	59
17.9	Failure of Province Shared Infrastructure.....	59
17.10	Indemnity.....	59
17.11	Termination of Rights to Province Shared Infrastructure.....	60
ARTICLE 18 – AUDIT RIGHTS .....		60
18.1	Access Rights.....	60
18.2	Examinations and Copies.....	60
18.3	Inspection and Investigation Rights.....	61
18.4	Audit Rights.....	61
18.5	Costs.....	62
18.6	General Principles.....	63
18.7	Deficiencies.....	64
ARTICLE 19 – GENERAL DUTIES AND OBLIGATIONS.....		65
19.1	General Duties and Obligations of Service Provider.....	65
19.2	Compliance with Specific Laws.....	65
19.3	FOIPPA Inspections.....	65
19.4	Licenses and Permits.....	66
ARTICLE 20 – REPRESENTATIONS, WARRANTIES AND COVENANTS .....		66
20.1	Province Representations and Warranties.....	66
20.2	Service Provider Representations, Warranties and Covenants.....	66
20.3	Disclaimer of Warranties and Conditions.....	69
20.4	No Guarantee of Service Volumes.....	69
ARTICLE 21 – INDEMNIFICATION AND LIABILITY .....		70
21.1	General Intent.....	70
21.2	Indemnification by the Service Provider.....	70

21.3	Third Party Claim Process.....	70
21.4	Mitigation.....	71
21.5	Limitation on Liability.....	72
ARTICLE 22 – INSURANCE .....		72
22.1	Insurance.....	72
22.2	Certificate of Insurance.....	72
22.3	Adequacy of Insurance.....	73
ARTICLE 23 – DISPUTE RESOLUTION.....		73
23.1	Informal Dispute Resolution.....	73
23.2	Arbitration.....	74
23.3	Expedited Arbitration.....	76
23.4	Special Arbitration.....	77
23.5	Confidentiality.....	78
23.6	Exceptions to Dispute Resolution Procedure.....	78
23.7	Continuity of Services.....	78
ARTICLE 24 – DEFAULT AND TERMINATION.....		79
24.1	Service Provider Material Breach.....	79
24.2	Remedies of the Province.....	81
24.3	Material Breach by Province.....	81
24.4	Remedies of the Service Provider.....	81
24.5	Termination by Province for Convenience.....	81
24.6	Termination Notice.....	82
24.7	Termination Fees.....	82
ARTICLE 25 – TERMINATION SERVICES .....		82
25.1	Termination Services.....	82
25.2	Termination Assistance Plan.....	83
25.3	Quality of Services.....	84
25.4	Charges for Termination Services.....	84
25.5	Extension of Termination Services.....	85
25.6	Additional Termination Arrangements.....	85
25.7	Equitable Remedies of the Province.....	85
25.8	Other Liabilities.....	86
ARTICLE 26 – FORCE MAJEURE AND LABOUR DISRUPTION .....		86
26.1	Notice of Force Majeure Event.....	86
26.2	Mitigation of Force Majeure Event.....	86
26.3	Application of Service Continuity Plan.....	86
26.4	Consequences of Force Majeure Event.....	87
26.5	Establishing a Force Majeure Event.....	87
26.6	Labour Disruption.....	87
26.7	Effect of Labour Disruption.....	88
26.8	Other Remedies.....	88
ARTICLE 27 – ASSIGNMENT .....		88
27.1	Assignment by Province.....	88
27.2	Assignment by Service Provider.....	88
ARTICLE 28 – CONTRACTUAL RELATIONSHIP.....		89
28.1	Relationship of the Parties.....	89
28.2	No Partnership or Joint Venture.....	89
28.3	Conflict of Interest.....	90

28.4	Code of Conduct and Standards.....	90
28.5	Province's Conflict of Interest Policy.....	91
ARTICLE 29 – MISCELLANEOUS.....		91
29.1	Notice.....	91
29.2	Appropriation and Approvals.....	92
29.3	Severability.....	92
29.4	Entire Agreement.....	93
29.5	Amendments.....	93
29.6	No Liens or Charges against Provincial Assets.....	93
29.7	Waiver.....	93
29.8	Further Assurances.....	93
29.9	Obligations as Covenants.....	94
29.10	Transaction Fees.....	94
29.11	Survival.....	94
29.12	Language.....	95
29.13	Governing Law.....	95
29.14	Change of Law.....	96
29.15	No Fettering of Legislative Authority.....	97
29.16	Procurement.....	97
29.17	Binding Effect.....	97
29.18	No Third-Party Beneficiaries.....	97
29.19	Counterparts.....	97
Schedule 1	Definitions	
Schedule 2	Services	
Schedule 3	Service Locations	
Schedule 4	Service Levels and Service Level Failures	
Schedule 5	Intentionally Deleted	
Schedule 6	Non-Disclosure Agreement	
Schedule 7	Communications Plan and Processes	
Schedule 8	Governance	
Schedule 9	Key Positions	
Schedule 10	Reporting Requirements	
Schedule 11	Records Protocols	
Schedule 12	Fees	
Schedule 13	Personal Information Protection and Security Obligations	
Schedule 14	Corporate Chart	
Schedule 15	Specific Laws and Policies	
Schedule 16	Additional Representations and Warranties	
Schedule 17	Indemnification Matters	
Schedule 18	Limitation on Liability	
Schedule 19	Intentionally Deleted	
Schedule 20	Form of Insurance Certificate	
Schedule 21	Remedies for Material Breach	
Schedule 22	Termination Fees	
Schedule 23	Service Provider Code of Conduct	
Schedule 24	Province Shared Infrastructure	
Schedule 25	Aspen IP Terms	

THIS MASTER SERVICES AGREEMENT is entered into as of November 5, 2013 (the “**Effective Date**”), between **Fujitsu Consulting (Canada) Inc.** (the “**Service Provider**”), a company incorporated under the laws of Canada and **Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Education** (the “**Province**”).

## RECITALS

A. The Province conducted a competitive procurement process under the Request for Proposals – Student Information Service (SATP-306), issued December 7, 2012 (the “**RFP**”) for purposes of establishing a contractual business alliance with an experienced and qualified third party to, among other things, an enterprise student information service for the Pre-K-12 education system in British Columbia and the Yukon including, without limitation, the a hosted student information system, application, maintenance and continuous improvement of the application and transition to service delivery and ongoing operations;

B. As a result of the RFP process, the Province selected Fujitsu Consulting (Canada) Inc. to provide certain services through the Service Provider to or on behalf of the Province and Province Customers, subject to, and in accordance with, the terms of this Agreement;

C. The Service Provider is Corporately Controlled by Fujitsu America, Inc.; and

D. The Parties are dedicated to the security of information and protection of privacy and Personal Information, and have therefore structured this Agreement, and the relationship between the Parties, in order that the same is achieved.

IN CONSIDERATION of the foregoing and the mutual covenants and agreements contained in this Agreement, the Parties covenant and agree as follows:

## ARTICLE 1 – INTERPRETATION AND GENERAL MATTERS

### 1.1 Definitions.

Unless otherwise provided in this Agreement (or in any Schedules attached to this Agreement), capitalized terms will have the meanings given to those terms in the attached **Schedule 1 (Definitions)**. In addition to the definitions contained in **Schedule 1 (Definitions)**, any capitalized terms defined elsewhere in this Agreement will have the meanings so given to them.

### 1.2 Recitals.

The recitals to this Agreement are intended to be a general introduction to this Agreement and are not intended to expand the scope of the Parties’ obligations under this Agreement or to alter the plain meaning of the terms and conditions of this Agreement.

### 1.3 Headings.

The division of this Agreement into Articles, Sections, Subsections, paragraphs and clauses, and the insertion of headings, are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

### 1.4 Interpretation.

In this Agreement, unless expressly stated to the contrary:

- (a) the terms “this Agreement”, “hereof”, “hereunder”, “hereto” and similar expressions refer, unless otherwise specified, to this Agreement taken as a whole and not to any particular Article, Section, Subsection, paragraph, clause, Schedule or other portion of this Agreement;
- (b) words importing the singular number only will include the plural, and vice versa, and words importing gender will include all genders;
- (c) unless something in the subject matter or context is inconsistent therewith, all references in this Agreement to Articles, Sections, Subsections, paragraphs, clauses and Schedules refer to Articles, Sections, Subsections, paragraphs, clauses and Schedules of this Agreement;
- (d) words and phrases denoting inclusiveness (such as “including” or “includes”), whether or not stated as being without limitation, are not limited by their context or the words or phrases which precede or succeed them;
- (e) unless otherwise provided in this Agreement, whenever the words “discretion”, “option”, “determine”, “election” and other similar words or any variations thereof are used with respect to a Party, they will be deemed to mean such Party’s sole and absolute discretion, option, determination, election or other such similar act;
- (f) any reference to a statute will be deemed to refer to the statute and any regulations made thereunder in force as at the date hereof, as the same may be subsequently amended, expanded, added-to, supplemented or otherwise changed or replaced from time to time, unless otherwise expressly provided in this Agreement; and
- (g) unless specifically provided otherwise in this Agreement, any reference to “knowledge” of the Service Provider or any officer or other personnel of the Service Provider means the knowledge of the Service Provider after having made due enquiry, and if the Service Provider fails to make such due enquiry, then the knowledge that the Service Provider would have had if the Service Provider had conducted reasonable enquiry into the subject matter.

#### 1.5 Acting Reasonably.

With respect to the Service Provider, any requirement set forth in this Agreement for the Service Provider to act reasonably, use reasonable efforts, or any variations thereof, will mean the use of all reasonable commercial efforts having regard to the surrounding circumstances, unless specifically provided otherwise. With respect to the Province, any requirement set forth in this Agreement for the Province to act reasonably, use reasonable efforts, or any variations thereof (including, without limitation, any requirement for Approvals by the Province not to be unreasonably withheld), will not require the Province to act in a manner that is contrary to, or is inconsistent with, any other policies, directives, executive directions, Treasury Board decisions, guidelines, rules, regulations, legislation or other determinations of the Province. In addition, the Service Provider expressly acknowledges and confirms that nothing contained in this Agreement will be construed or otherwise interpreted in any manner that would or could cause the Province to fetter its discretion.

## 1.6 Accounting Policy.

In this Agreement all references to “GAAP” refer, unless otherwise specified, to generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants (or any applicable successor institute thereto) as at the date on which such calculation is made or required to be made, consistently applied. Unless otherwise provided in this Agreement, all accounting, record keeping, book keeping and other actions of the Service Provider contemplated in this Agreement will be performed and carried out in a manner that is consistent with GAAP.

## 1.7 Calculation of Time Periods.

Unless otherwise specified in this Agreement, when calculating the period of time within or following which any act is to be done or any step taken, the date that is the reference date for starting the calculation of such period will be excluded and the final date for completing such act or step will be included.

## 1.8 Currency References.

Unless otherwise specified, all dollar references in this Agreement are deemed to refer to lawful money of Canada.

## 1.9 Time.

Time will be of the essence of this Agreement.

## 1.10 Schedules.

The following are the Schedules attached to this Agreement, which are incorporated into this Agreement by reference and are deemed to be an integral part of this Agreement:

Schedule 1	-	Definitions
Schedule 2		Services
Schedule 3	-	Service Locations
Schedule 4	-	Service Levels and Service Level Failures
Schedule 5	-	Intentionally Deleted
Schedule 6	-	Non-Disclosure Agreement
Schedule 7	-	Communications Plan and Processes
Schedule 8	-	Governance
Schedule 9	-	Key Positions
Schedule 10	-	Reporting Requirements
Schedule 11	-	Records Protocols
Schedule 12	-	Fees
Schedule 13	-	Personal Information Protection and Security Obligations
Schedule 14	-	Corporate Chart
Schedule 15	-	Specific Laws and Policies
Schedule 16	-	Additional Representations and Warranties
Schedule 17	-	Indemnification Matters
Schedule 18	-	Limitation on Liability
Schedule 19	-	Intentionally Deleted
Schedule 20	-	Form of Insurance Certificate
Schedule 21	-	Remedies for Material Breach
Schedule 22	-	Termination Fees

- Schedule 23 - Service Provider Code of Conduct
- Schedule 24 - Province Shared Infrastructure
- Schedule 25 - Aspen IP Terms

#### 1.11 Document Conflicts.

The main body of this Agreement, the Schedules attached to this Agreement are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict among the foregoing, and unless expressly stated to the contrary, the order of precedence will be as follows:

- (a) first, the main body of this Agreement including **Schedule 13** (*Personal Information Protection and Security Obligations*); and
- (b) second, any other Schedules attached to this Agreement other than **Schedule 13** (*Personal Information Protection and Security Obligations*).

#### 1.12 Objectives of the Parties.

The Parties acknowledge and agree that the primary objectives and guiding principles of their contractual relationship under this Agreement are as follows:

- (a) provide schools and districts with a shared student information service that supports student learning and local operational requirements;
- (b) ensure that educators have ready access to information that supports each student throughout their educational career, from Pre-K to graduation;
- (c) improve data quality by establishing common standards and business practices;
- (d) facilitate the transition of students as they move through the education system;
- (e) provide web-based access to individual student records by parents and the students themselves;
- (f) establish a process for archiving historical/inactive student records which allows the records to be easily retrieved and reloaded when necessary;
- (g) continue to promote a culture of collaboration;
- (h) provide a service that continues to give good value over its entire lifetime; and
- (i) develop an effective working relationship to the mutual benefit of all parties and School Districts.

The Parties acknowledge and agree that the above noted objectives and guiding principles are not, as such, intended to create legal obligations for the Parties, but instead, are intended to document the mutual primary objectives of the Parties in entering into this Agreement. The specific provisions of this Agreement are to be interpreted according to their plain meaning; provided that where there is uncertainty concerning the meaning of any specific provision, then such provision is to be interpreted in light of the objectives and guiding principles set forth in this Section.

### 1.13 General Scope.

The potential scope of the Services for the Term of this Agreement is as follows, subject to the implementation of such Services at the discretion of the Province in accordance with the Change Order Process and other applicable terms of this Agreement:

- (a) the Services described as being in-scope for this Agreement in the provisions of this Agreement (and any Schedules attached to this Agreement); and
- (b) the scope of the services set forth in the RFP including, without limitation, any potential scope, future scope or other similarly described scope in the RFP.

The Parties acknowledge that it is their intention to expand the Services throughout the Term within the potential scope of Services for this Agreement, as set forth above. Notwithstanding the foregoing, the Service Provider acknowledges and agrees that any additional services that are within such potential scope are subject to negotiation (to the extent applicable) and incorporation into this Agreement through the Change Order Process, by a written instrument signed by the Parties, or as may otherwise be specifically provided for under the terms of this Agreement. The reference to such potential scope in this Section or elsewhere in this Agreement does not, in and of itself, give the Service Provider any automatic or implied right to negotiate, discuss, or incorporate any additional services under this Agreement within such potential scope, and such negotiations, discussions or incorporation will be at the sole discretion of the Province.

## ARTICLE 2 – AGREEMENT TERM AND RENEWAL

### 2.1 Initial Term.

The “**Initial Term**” of this Agreement will commence on the date of this Agreement and will continue until the earlier of:

- (a) the date upon which this Agreement is terminated in accordance with the provisions of this Agreement; or
- (b) eleven (11) years following March 31, 2014, or March 31, 2025, as may be extended in accordance with Section 2.7 (*One Year Extension*).

### 2.2 No Renewal Assurances.

The Province is giving no assurances whatsoever to the Service Provider, expressed or implied, that this Agreement will be renewed or extended beyond the expiry of the Initial Term. The Service Provider specifically acknowledges and affirms that it has arranged its business affairs on the assumption that this Agreement may terminate, at the latest, at the end of the Initial Term.

### 2.3 No Expropriation.

Any termination of this Agreement in accordance with its terms, either at the expiry of the Initial Term or as otherwise provided in this Agreement, will not constitute an expropriation by the Province or be tantamount to an expropriation by the Province at domestic or international law (including, but not limited to the *North American Free Trade Agreement*), and will not constitute grounds for asserting any Claim whatsoever under any domestic law, international agreement, or domestic law implementing an



international agreement (including, but not limited to, Chapter Eleven of the *North American Free Trade Agreement* and the *General Agreement on Trade in Services*).

#### 2.4 Renewal Option.

The Province, at its sole option and acting in its discretion, may elect to renew the Initial Term of this Agreement for one (1) additional renewal term, for a period of three years expiring on March 31, 2028 (the “**Renewal Term**”), as may be extended in accordance with Section 2.7 (*One Year Extension*). The Province may elect to renew this Agreement for the Renewal Term by delivering written notice of such renewal to the Service Provider in accordance with the provisions of Section 2.5 (*Renewal Notice*), but subject to the provisions of Section 2.6 (*Renewal Negotiations*). No such renewal of the Initial Term will prevent either Party from exercising its rights to terminate this Agreement in accordance with its terms.

#### 2.5 Renewal Notice.

Where the Province intends to renew the Initial Term, it will provide the Service Provider with written notice on or before March 31, 2022 of its intent to renew the Initial Term. If the Province does not deliver such notice to the Service Provider on or before such date, then the Province will be deemed to have elected not to renew the Initial Term of this Agreement.

#### 2.6 Renewal Negotiations.

The terms and conditions of this Agreement will apply during the Renewal Term except for the following, which will be subject to renegotiation and agreement by the Parties acting in good faith (which renegotiations will commence following receipt of a renewal notice by the Service Provider):

- (a) in the case of a complete renewal of all of the Services (which renewal will only be effective if the Parties are able to agree upon all of the terms thereof within the time required pursuant to this Section):
  - (i) Article 12 (*Fees and Payments*); and
  - (ii) such provisions of this Agreement which may require consequential amendments as a result of the foregoing; or
- (b) in the case of a partial renewal of some but not all of the Services (which partial renewal will only be effective if the Parties are able to agree upon all of the terms thereof within the time required pursuant to this Section):
  - (i) the part of the Services under this Agreement to be performed by the Service Provider during the Renewal Term (and for greater clarification, the determination and negotiation thereof will be for purposes of identifying such partial Services, and not for purposes of creating new partial Services that are not otherwise included in the Services then performed by the Service Provider prior to the Renewal Term),
  - (ii) Article 12 (*Fees and Payments*) and **Schedule 2** (*Services*) as they relate to the partial Services to be performed during the Renewal Term, and
  - (iii) such provisions of this Agreement which may require consequential amendments as a result of the foregoing.

If the Parties are able to successfully conclude an agreement upon the foregoing within 90 days after the Service Provider's receipt of the Province's renewal notice pursuant to Section 2.5, then they will execute a renewal agreement (the "**Renewal Agreement**") on or before the expiry of such period setting forth the negotiated terms that will apply to the Renewal Term, which terms will be effective from and after April 1, 2025, being the first calendar day following the expiry of the Initial Term (as such Renewal Term may be extended pursuant to Section 2.7 (*One Year Extension*)), or such other date as may be agreed to in writing by the Parties. If the Parties fail to agree upon the foregoing terms and fail to execute the Renewal Agreement within 90 days after the Service Provider's receipt of the Province's renewal notice pursuant to Section 2.5, or such other date as may be agreed to in writing by the Parties, then there will be deemed to be no Renewal Term for this Agreement (whether for a partial renewal or a full renewal of the Services), and subject to Section 2.7 (*One Year Extension*), the Term will expire at the end of the Initial Term or earlier in accordance with the terms of this Agreement.

#### 2.7 One Year Extension.

The Province, at its sole option and acting in its discretion, may elect to extend the Initial Term (unless the Parties have entered into a Renewal Agreement, in which case, the Province may elect to extend the Renewal Term), for one (1) additional twelve (12) month period (the "**Extension**"), by delivering written notice of such extension to the Service Provider in accordance with the provisions of Section 2.8 (*Extension Notice*). The Parties acknowledge that the purpose for granting the Province the option to extend the Initial Term, or the Renewal Term, as the case may be, is to allow the Province to conclude any procurement or other related process that it may undertake in connection with the selection of a new service provider for the Services or the repatriation of the Services in-house with the Province, as the case may be.

#### 2.8 Extension Notice.

Where the Province intends to extend the Initial Term (or the Renewal Term, as the case may be), it will provide the Service Provider with prior written notice of its election to extend as follows:

- (a) in the case of the Initial Term, on or before December 31, 2024; and/or
- (b) in the case of the Renewal Term, on or before December 31, 2027.

If the Province does not deliver such notice to the Service Provider within the time required, then the Province will be deemed to have elected not to extend the Initial Term or the Renewal Term, as the case may be.

#### 2.9 Extension Terms.

Unless otherwise agreed to in writing by the Parties, the terms and conditions in effect as at the end of the Initial Term or the Renewal Term, as the case may be, being the terms and conditions set forth in this Agreement as amended, changed, modified or supplemented by the Parties in the manner contemplated under this Agreement, will apply during such Extension.

#### 2.10 Termination Assistance.

In connection with the expiry or earlier termination of this Agreement, the Service Provider will provide the Termination Services to the Province in accordance with Article 25 (*Termination Services*).

#### 2.11 Effect of Termination.

The expiry or earlier termination of this Agreement will cause the expiry or earlier termination of all provisions of this Agreement except for those provisions in this Agreement which are stated to survive Termination.

### ARTICLE 3 – SERVICES

#### 3.1 Overview of Services.

During the Term, and in the case of the Termination Assistance Services during the Termination Assistance Period, the Service Provider shall provide to the Province and the Province Customers, and the Province shall obtain from the Service Provider, the following Services:

- (a) the Transition Services;
- (b) the Ongoing Services;
- (c) the Services As Needed which may be ordered by the Province in accordance with the Change Order Process;
- (d) the Potential Future Scope Services which may be ordered by the Province in accordance with the Change Order Process;
- (e) any other services which are the subject of and provided in accordance with the Change Order Process;
- (f) the Termination Services in accordance with Article 25 (*Termination Services*); and
- (g) all such other services as may be described in this Agreement.

#### 3.2 Ongoing Services

During the Term, the Service Provider shall provide to the Province and to the Province Customers, and the Province shall obtain from the Service Provider, the Ongoing Services, and as may be amended and supplemented by the Parties from time to time in accordance with this Agreement. The Ongoing Services shall be carried out in accordance with **Schedule 4** (*Service Levels and Service Level Failures*).

#### 3.3 Services As Needed

The Service Provider shall provide to the Province the Services As Needed when the Province orders any specific Services As Needed from the Service Provider in accordance with Article 5 (*Change Order Process*) and as may be amended and supplemented by the Parties from time to time in accordance with this Agreement.

#### 3.4 Included or Inherent Services.

The Parties acknowledge that there are functions or tasks not specifically listed or described in this Agreement that are customarily required for the proper performance and provision of the Services (as the same may be improved, changed or transformed as contemplated under this Agreement), or as may otherwise be required to perform the Services in a manner consistent with the performance thereof prior

to the Effective Date. Without limiting the foregoing and subject to the provisions of this Section, such functions or tasks will be deemed to be implied or included in the scope of the Services to the same extent and in the same manner as if those functions or tasks had been specifically described in this Agreement. Notwithstanding the foregoing, this Section is not intended to expand the scope of the Services beyond the Services described in this Agreement, or to require a higher standard of Service delivery than that which is otherwise described in this Agreement.

### 3.5 Language of Services.

The Service Provider will provide all of the Services in English.

### 3.6 Standard of Care.

Unless specifically provided otherwise in this Agreement (or in any Schedules attached to this Agreement), the Service Provider will provide the Services under this Agreement using the standard of care of a reasonable service provider performing similar services in comparable circumstances.

### 3.7 Services Changes.

All changes, modifications, amendments or supplements to the Services provided by the Service Provider to the Province under this Agreement will be undertaken in accordance with the Change Order Process and any other express provisions of this Agreement that contemplate changes to the Services.

### 3.8 Service Recommendations.

As part of the Services, the Service Provider will, from time to time as it may deem appropriate, but not less frequently than annually, make recommendations to the Province for improvements to the Services based on changes and trends in the educational information technology field and available new technologies, and implement any of such recommendations Approved by the Province in accordance with the Change Order Process.

### 3.9 Quality Management.

In providing the Services to the Province during the Term, the Service Provider will:

- (a) be responsible for implementing and carrying out continuous improvement and quality management for all of the Services;
- (b) establish quality assurance programs that encompass continuous improvement of the Services in addition to an ongoing quality assessment of the Services;
- (c) maintain an ongoing focus on the satisfaction of the Province and the Province Customers, as well as other users of the Services, by monitoring and evaluating trends that develop in the performance of the Services (as indicated through complaint processes or otherwise), and by making recommendations to the Province in respect thereof; and
- (d) such activities will be performed entirely by the Service Provider at its own expense and will not require the resources of the Province or the payment of any additional Fees without the Approval of the Province.

### 3.10 Documentation.

The Service Provider will deliver to the Province a detailed and comprehensive operational procedures manual in respect of the Services (the “**Manual**”), in a form and substance that is subject to the Province’s prior consultation, and containing the matters referred to in Section 3.11 (*Manual Requirements*), within thirty (30) days of the Service Commencement Date. The Service Provider will periodically, but not less than annually unless otherwise agreed by the Province, update the Manual to reflect changes in the operations or procedures described in the Manual. The Service Provider will provide the Province with the updates of the Manual on a timely basis, and within the period required for such updates to be made, for consultation with the Province. For greater clarification, the Parties acknowledge that the Manual is intended to describe to the Province how the Services will be performed, and will in no event be interpreted so as to relieve the Service Provider of any of its performance obligations under this Agreement. The consultation with the Province under this Section 3.10 (*Documentation*) is not intended to, and will not be deemed to, shift the risk and responsibility for the business operations in performing the Services from the Service Provider to the Province, and the Parties acknowledge and agree that the responsibility and risk thereof will remain at all time with the Service Provider.

### 3.11 Manual Requirements.

The Manual will describe or include the following:

- (a) the procedures associated with the business processes and technology support services that the Service Provider will undertake in order to provide the Services;
- (b) the methods of operation and procedures the Service Provider will use to perform the Services, such as network topologies, security administration, system configurations, call centre processes, human resource functions, business processes and associated documentation that provides further details of such activities, as applicable (including, for example, user support manuals, job scheduling procedures, specifications and updates of such materials); and
- (c) current documentation with respect to the Systems, business processes, and processes in support of the operations and procedures used to deliver the Services (which documentation will be sufficient to enable the Province, or another service provider that is reasonably skilled in the provision of services similar to the Services, to fully assume the provision of the Services), and the Manual will detail how such documentation will be maintained.

### 3.12 Province Retained Responsibilities.

During the Term (and without limiting any other provisions of this Agreement regarding the responsibilities of the Province), the Province will remain responsible for and will retain control of the following:

- (a) setting all Province Policies and guidelines including, without limitation, those relating to the Services, records management, and privacy and security;
- (b) any agreements with third parties (including Province Customers), other than the Subcontractors or Suppliers, relating to the Services including, without limitation, information sharing agreements within the Province, data access agreements, funding

agreements, inter-provincial agreements, agreements with the federal government or its agents, memoranda of understanding with Province Customers, and other similar agreements;

- (c) all Province Customer relations regarding the Services;
- (d) all media relations, including the Approval of the Service Provider media communications and Province Customer communications in accordance with Article 7 (*Branding and Communications*);
- (e) the exercise of powers for and on behalf of Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Education; and
- (f) such other direct responsibilities as may be expressly contemplated in this Agreement.

The Parties acknowledge that these responsibilities are vested solely in the Province. The Service Provider has no right or obligation to exercise any responsibilities of the Province set forth in this Section and is not accountable for actions taken by the Province in respect of the same. For greater clarification, where the Province exercises its responsibilities under this Section 3.12 (*Province Retained Responsibilities*) and such exercise affects the Service Provider in the manner contemplated in the Change Order Process, then the provisions of Article 5 (*Change Order Process*) will apply, as applicable.

### 3.13 Restrictions on Shared Environment.

The Service Provider will ensure that all Systems and premises that are used to provide the Services are not in any manner shared or otherwise utilized to provide services to any other Person unless expressly Approved by the Province. With respect to any shared Systems or premises that are Approved by the Province, the Service Provider will ensure that all such Systems and premises are segregated and not accessible at any time by any Persons other than those expressly authorized by or in accordance with this Agreement, and that such Systems and premises are not used for any purposes except for those expressly Approved by the Province. Without limiting the generality of the foregoing, the Service Provider will at all times comply with the privacy, confidentiality and security obligations as set forth in **Schedule 13** (*Personal Information Protection and Security Obligations*) and as otherwise set forth in this Agreement. At no time and under no circumstances will any Personal Information or Province Confidential Information be shared or otherwise accessible by any shared System other than the Province Shared Infrastructure (to the extent applicable).

## ARTICLE 4 – SERVICE AND DATA LOCATIONS

### 4.1 Overview of Service Locations.

No Services will be provided or performed by the Service Provider at any location outside of Canada except as may be specifically Approved by the Province from time to time. No Personal Information will be accessed, used, stored, transmitted or otherwise made available in any manner outside of Canada, and no Person outside of Canada will have access in any manner to the Personal Information, except as may be specifically permitted under the *Freedom of Information and Protection of Privacy Act* (British Columbia) and Approved in writing by the Province from time to time.

#### 4.2 Service Locations.

The addresses at which any Personal Information will be accessed, used, stored, transmitted or otherwise made available by the Service Provider or its Subcontractors, or from where any Services will be performed (collectively, the “**Service Locations**”), are set forth in the attached **Schedule 3 (Service Locations)**. The Service Provider will not store any Personal Information databases except in those locations set forth in **Schedule 3 (Service Locations)** without the Province’s Approval, and the Service provider will ensure that its Subcontractors do not access, use, store, transmit or otherwise make available any Personal Information at any other locations unless the Service Provider provides the Province with prior written notice thereof, and provided that such locations are within Canada, unless Approved otherwise in writing by the Province. For greater clarification, nothing contained in this Section will permit or otherwise enable the Service Provider (or any of its Subcontractors) to perform the Services from a location outside of Canada that is not Approved by the Province in accordance with the provisions of Section 4.1 (*Overview of Service Locations*).

#### 4.3 Relocation of the Service Provider Service Locations.

The Service Provider may relocate all or a part of the Service Centre or the Services at any time upon prior written notice thereof to the Province, provided that:

- (a) the Service Provider will not permit its Personnel or any External Personnel to work from home or engage in other similar remote tele-communicating activities, where the same involve the use of Personal Information, without the prior Approval of the Province through the Change Order Process;
- (b) the relocation of the Service Centre within Canada will be subject to the Approval of the Province, which will not be unreasonably withheld (acknowledging that the Province will grant or withhold such Approval having regard to the interests of the Province and the Province Customers); and
- (c) the relocation of all or any portions of the Services or the Service Centre outside of Canada, will be subject to the prior Approval of the Province in its sole discretion.

#### 4.4 Service Location Policies.

To the extent applicable, at all times while accessing any premises of the other Party (including the premises of any applicable subcontractors of that other Party) in connection with the Services being performed under this Agreement, or as may otherwise be contemplated under this Agreement, each Party will, and will cause their respective personnel, external personnel, subcontractors, representatives or other parties for whom they are responsible at law or under the terms of this Agreement to, comply with any standard workplace security, safety, operational and other similar policies and procedures applicable to visitors for such Party, as may be notified by each Party to the other from time to time. The foregoing will not limit or otherwise prohibit the Province or its representatives from accessing secured areas in which the Province Confidential Information or other information that is properly within the scope of an audit, investigation or inspection under Article 18 (*Audit Rights*) are located, and that are not otherwise accessible to visitors, when the Province or its representatives require access to the same for purposes of conducting an audit, inspection or investigation under Article 18 (*Audit Rights*).

## ARTICLE 5– CHANGE ORDER PROCESS

### 5.1 Ordinary Course Changes.

The Parties acknowledge and agree that the delivery of education in British Columbia and activities that are the subject of the delivery of Services pursuant to this Agreement are subject to constant changes in the ordinary course of such operations and activities, which changes do not have a material impact on the following (collectively, the “**Ordinary Course Changes**”):

- (a) the delivery and performance of the Services; or
- (b) the cost of providing the Services.

The Ordinary Course Changes are within the scope of the Services contemplated under this Agreement and will not result in additional Fees being payable by the Province to the Service Provider. The Ordinary Course Changes may be implemented without the need for a formal Change Order. Notwithstanding the foregoing, the Service Provider will maintain a record of each Ordinary Course Change that occurs in the Services, and will provide the Province, through the Governance Process, with quarterly reports detailing the same.

### 5.2 Province Initiated Ordinary Course Changes.

The Province may require the Service Provider to implement any Ordinary Course Change by written notice to the Service Provider of such change, in which event the following provisions will apply:

- (a) no formal documentation requesting the Ordinary Course Change is required and the Province may request the Ordinary Course Change by any form of written notice (including electronic forms of notice) to the Service Provider;
- (b) the Approval or agreement of the Service Provider to an Ordinary Course Change requested by the Province is not required, and the Service Provider will implement the Ordinary Course Change as soon as reasonably practicable following receipt by the Service Provider of a written notice from the Province requesting it to do so; and
- (c) the Parties will cause a record of each Ordinary Course Change to be maintained as contemplated in Section 5.1 (*Ordinary Course Changes*).

### 5.3 Other Changes.

In addition to the Ordinary Course Changes, the Parties acknowledge that certain changes may be required or desirable which exceed or are otherwise outside of the definition of Ordinary Course Changes. Such changes may include, without limitation, the following:

- (a) the addition or removal of material Services ;
- (b) changes to a Service Level (including the addition or removal of Services Levels);
- (c) a material change to the technology or Systems used in the performance of the Services;
- (d) a permanent change that has a material impact on the delivery or cost of the Services;



- (e) a change that has an material impact on the Personal Information Protection and Security Obligations;
- (f) a change in the locations from where the Services are primarily performed; and
- (g) any other matter that the Parties may agree as properly being the subject of the Change Order Process.

#### 5.4 Change Request.

Either Party may initiate the change process described in Sections 5.4 (*Change Request*) to 5.12 (*Record of Changes*) (collectively, the “**Change Order Process**”) in connection with a change described in Section 5.3 (*Other Changes*) by submitting to the other Party, through the Governance Process, (*Director, Business Management* for the Province and the *Service Delivery Lead* for the Service Provider a written notice signed by the initiating Party, which notice will include all relevant information reasonably required for the proper consideration of such change or for the commencement of the Change Order Process in respect thereof (each, a “**Change Request**”).

#### 5.5 Change Request Process.

Following the delivery of a Change Request by one Party to the other, the following will apply:

- (a) the Parties will meet together through the Governance Process to clarify the Change Request and confirm the requirements of the Change Request including, without limitation, details regarding the time requirements to consider the Change Request (it being acknowledged by the Parties that the time required may vary depending upon the nature and complexity of the proposed change);
- (b) upon receipt of a Change Request from the Province, the Service Provider will prepare a proposal (the “**Proposal**”) within ten (10) Business Days (or such longer or shorter period of time as agreed to by the Parties through the Governance Process, acting reasonably and having regard to the nature and complexity of the Change Request in question), which Proposal will include a Privacy Impact Assessment, if necessary (in such form of Privacy Impact Assessment as may be required by the Province), as well as a description of the impact of the proposed change on the following (to the extent applicable having regard to the nature of the proposed change):
  - (i) the costs of implementation,
  - (ii) the rights and obligations of the Parties under this Agreement with respect to, or as a result of, the proposed change,
  - (iii) the Services,
  - (iv) the Service Levels,
  - (v) any technology, Systems or operations of the Service Provider used in the Services, the Province, the Province Customers or any customers of the Services,
  - (vi) an increase or decrease to the Fees payable under this Agreement,

- (vii) the Personal Information Protection and Security Obligations, and
  - (viii) any other relevant matter related to this Agreement that will be materially impacted (both positively and negatively);
- (c) if the Service Provider initiates the Change Request, then the Service Provider will prepare and deliver a Proposal to the Province within ten (10) Business Days (or such longer or shorter period of time as agreed to by the Parties through the Governance Process, acting reasonably and having regard to the nature and complexity of the Change Request in question) following the meeting of the Parties to clarify the Change Request, as contemplated in paragraph (a) above;
  - (d) the Province will provide the Service Provider with a written response to the Proposal within ten (10) Business Days (or such longer or shorter period of time as agreed to by the Parties through the Governance Process) of receipt of the Proposal from the Service Provider, indicating the Province's Approval of the Proposal, its rejection of the Proposal (indicating the reasons therefor), or the terms of a counter proposal acceptable to the Province;
  - (e) any Proposal Approved by the Province will constitute a Change Order, and will be implemented by the Service Provider in accordance with the particulars of the Change Order;
  - (f) the Service Provider will be required to respond to all Change Requests received from the Province and to prepare a Proposal in respect thereof;
  - (g) the Service Provider will not reject a Change Request initiated by the Province unless the Service Provider is unable to make the changes contemplated in the Change Request as a result of technical impediments that are commercially unreasonable to overcome, or the Change request will result in a material adverse effect on the Service Provider's ability to meet Service Levels, comply with the Personal Information Protection and Security Obligations or comply with other material terms or conditions of this Agreement (each an "**Adverse Impact**"). The Service Provider will provide the Province with a written explanation of any Adverse Impact stating in detail the particulars of the Adverse Impact and suggesting reasonable alternatives or workarounds (to the extent possible) for consideration by the Province in respect thereof; and
  - (h) if the Province requires that the Change Request be implemented as requested, notwithstanding the Adverse Impact to the Service Provider, then the impact of the Change Request on the Fees, the Service Levels, the Personal Information Protection and Security Obligations or other material terms and conditions of this Agreement will be addressed through the Governance Process. If a mutually acceptable resolution is not reached in respect of the proposed Change Request, then the matter will be treated as a Dispute to be resolved pursuant to the Dispute Resolution Process set forth in Article 23 (*Dispute Resolution*).

## 5.6 Change Request Impact on Fees.

If a Change Request has an impact on the Fees that may result in either an increase or decrease to the Fees, then the Parties will determine any increase or decrease to be made to the Fees as a result of such

impact in a manner that is consistent with the determination of the amounts as set forth in Schedule 12 (*Fees*).

#### 5.7 Mandatory Changes.

The Province may require the Service Provider to implement a Change Request before it has become a Change Order (each a “**Mandatory Change**”) in situations where:

- (a) the Parties are unable to agree upon the Change Request and associated Proposal for any reason;
- (b) due to time constraints, the Parties are unable to use, fully complete or otherwise commence the processes set forth in Sections 5.4 (*Change Request*) to Section 5.6 (*Change Request Impact on Fees*); or
- (c) due to the urgency of the circumstances surrounding the need for the Mandatory Change, the Province requires that the Service Provider implement the changes forthwith.

The Mandatory Changes will be implemented by the Parties in accordance with the provisions of Section 5.8 (*Implementation of Mandatory Changes*).

#### 5.8 Implementation of Mandatory Changes.

The Province may require the Service Provider to implement a Mandatory Change by the delivery of a written request (each, a “**Mandatory Change Request**”) to the Service Provider, in which case the following provisions will apply:

- (a) the Mandatory Change Request will comply with the requirements of Section 5.4 (*Change Request*);
- (b) the Approval or agreement of the Service Provider to the Mandatory Change Request is not required;
- (c) the Mandatory Change Request will immediately become a Change Order for the purposes of Section 5.9 (*Change Orders*) upon the issuance by the Province, and the Service Provider will implement the Mandatory Change following receipt of the Mandatory Change Request from the Province, as soon as reasonably practicable to do so;
- (d) if, as a result of the Mandatory Change, the Fees are to be increased, decreased or otherwise changed, or any Service Levels, time frames, Personal Information Protection and Security Obligations or Services will be impacted, and a determination must be made regarding the particulars of such increase, decrease, change or impact, then the following procedures will apply:
  - (i) forthwith after receipt from the Province of a Mandatory Change Request in respect of a Mandatory Change, the Service Provider will provide the Province with its proposed adjustment to the Fees and any impact on Service Levels, time frames, Personal Information Protection and Security Obligations and Services, in all cases with supporting documentation including, without limitation, detailed

information, analysis and back-up support regarding any increase or decrease to the Fees (the “**Impact Assessment**”),

- (ii) after the Province has received and reviewed the Impact Assessment from the Service Provider, the Province will, acting reasonably, and after due consideration of the proposed Impact Assessment, and by separate written notice to the Service Provider, set the adjustment to the Fee or such other adjustment or change to the Service Levels, time frames, Personal Information Protection and Security Obligations and Services, which adjustment or change will take effect immediately with retroactive effect to the date of the implementation of the Mandatory Change, to the extent applicable under the circumstances,
  - (iii) if the Service Provider has a Dispute with respect to such adjustment or change, then the Dispute will be settled pursuant to the Dispute Resolution Process set forth in Article 23 (*Dispute Resolution*), and
  - (iv) the adjustment or change determined by the Province will apply until any Dispute in respect thereof has been resolved between the Parties, whereupon the Parties will make such adjustments as between themselves as may be necessary to give effect to the resolution of the Dispute, retroactive (to the extent possible) to the date of the implementation of the Mandatory Change giving rise to such Dispute;
- (e) the costs of implementing a Mandatory Change will be borne by the Service Provider, unless otherwise determined by the Province, acting reasonably, as indicated in its Mandatory Change Request issued with respect to the Mandatory Change or as may otherwise be agreed to by the Parties in writing or determined in the settlement of a Dispute in accordance with paragraph (d)(iii) above; and
- (f) the Parties will cause a record of each Mandatory Change and Mandatory Change Request to be maintained as contemplated in Section 5.12 (*Record of Changes*).

## 5.9 Change Orders.

A Change Request or a Mandatory Change Request will become a “**Change Order**” when the requirements of the procedures to consider such Change Request or Mandatory Change Request set out in this Article 5 (*Change Order Process*) have been satisfied, and the Change Request or Mandatory Change Request is Approved by each of the Parties, where such Approval is required pursuant to this Article 5 (*Change Order Process*).

## 5.10 Implementation of Change Orders.

The Service Provider will minimize disruption to the delivery of the Services and to the business operations of the Province and the Province Customers as the result of the implementation of a Change Order arising from a Change Request or a Mandatory Change Request. The cost of implementing a Change Order will be borne as set out in the Change Order or as otherwise provided in this Agreement. All privacy reviews contemplated in **Schedule 13**(*Personal Information Protection and Security Obligations*) will be conducted in respect of any Change Order as more specifically set forth in **Schedule 13** (*Personal Information Protection and Security Obligations*).

#### 5.11 Consequential Amendments.

If the Parties proceed with a Change Order (whether as the result of a Change Request or a Mandatory Change Request), then the Change Order will constitute an amendment to this Agreement including the relevant Schedules to this Agreement. From and after the effective date of the Change Order, this Agreement will be interpreted as amended by the Change Order, and this Agreement, as so amended, will continue in full force and effect for the remainder of the Term.

#### 5.12 Record of Changes.

The Parties will jointly maintain an accurate and complete record of all changes to the Services contemplated in this Article 5 (*Change Order Process*) including all Ordinary Course Changes, Change Requests, Mandatory Change Requests, Mandatory Changes and Change Orders. Such record may be maintained in such form as the Parties may agree pursuant to the Governance Process, including by way of a server-based record accessible by both Parties. Each Party will cooperate to make corrections to such records as the other Party may reasonably request to ensure that the record of all changes is accurate and complete, in all material respects, at all times throughout the Term.

### ARTICLE 6 – SERVICE LEVELS

#### 6.1 General Compliance.

The Parties acknowledge and agree that:

- (a) the Service Provider will perform the Services throughout the Term to a standard and level of performance which is required in order for the Service Provider to meet or exceed the Service Levels;
- (b) the Service Levels set out in this Agreement, as may be amended from time to time in accordance with this Agreement, are intended to be baseline performance standards and levels for the delivery and performance of the Services;
- (c) during the Term, the Service Provider will identify ways to improve or increase the Achieved Service Levels including, without limitation, continually monitoring and evaluating changes and trends and monitoring and evaluating new and available technologies and service delivery processes and strategies that are applicable to the Services;
- (d) during the Term, the Service Provider will continually improve the quality of the Services and the Achieved Service Levels in a manner consistent with the terms and intent of this Agreement, taking into account the cost of such improvement as compared to the benefit to be derived therefrom; and
- (e) any improvements in the Achieved Service Levels or performance standards and levels achieved by the Service Provider in providing the Services, whether or not as part of any progressive improvement requirements contemplated in this Agreement, will not result in an increase in the Fees payable under this Agreement unless otherwise Approved by the Province.

## 6.2 Restrictions on Changes to Service Levels.

The Service Provider acknowledges that the establishment of Service Levels is a matter of fundamental importance for the Province. The Service Provider will not agree or purport to agree with any Province Customer or other Person, whether in its own right or purportedly as agent for and on behalf of the Province, to amend, change or modify in any manner any of the Service Levels without the Approval of the Province.

## 6.3 Review and Changes to Service Levels.

The Parties acknowledge and agree that Service Levels are intended to be comprehensive, but not all inclusive, and accordingly, it is the intention of the Parties that during the Term the Parties may agree to different or additional Service Levels in respect of any of the Services. On an annual basis during the Term, and pursuant to the Governance Process, the Parties will jointly review the following:

- (a) the then-current Service Levels;
- (b) generally available information indicating industry-wide improvements in delivery of substantially similar services; and
- (c) improved performance capabilities, including those associated with advances in technology and processes used to provide the Services.

On the basis of such review, the Parties will discuss and agree upon whether any of the Service Levels will be adjusted. Any such adjustment will be subject to the mutual agreement of the Parties in accordance with the Governance Process, or as a Change Order through the Change Order Process. Any such adjustments, whether agreed to by the parties in writing and signed by both Parties through the Governance Process, or whether through a Change Order pursuant to the Change Order Process, will be and be deemed to be an amendment to the Service Levels contained in **Schedule 4** (*Service Levels and Service Level Failures*) of this Agreement.

## 6.4 Monitoring.

From and after the Service Commencement Date, the Service Provider will establish and maintain in place, at all times, appropriate policies and procedures to monitor and evaluate the achievement of the Service Levels during the applicable measurement periods, including the maintenance of a service level log in order to permit the Service Provider, and the Province (as applicable), to:

- (a) evaluate Achieved Service Levels;
- (b) satisfy the reporting obligations under this Agreement;
- (c) respond to, or to assist the Province in responding to, inquiries from Province Customers, the Ministry or any customers of the Services regarding the Service Provider's performance of the Services;
- (d) enable the Province to report publicly on the achievement or non-achievement of the Service Levels by the Service Provider in accordance with the Province's Policy, as such Policy may be amended from time to time; and

- (e) confirm and verify Achieved Service Levels in respect of any Service Level from time to time upon reasonable notice.

#### 6.5 Service Level Reports.

From and after the Service Commencement Date, and without limiting the application of Section 6.4 (*Monitoring*), the Service Provider will prepare and maintain records and reports summarizing its Achieved Services Levels and providing the particulars of any failure of the Service Provider to meet a Service Level, organized by Service type (to the extent possible) and in such form and content as the Province may require. For greater clarification, any reports regarding the failure of the Service Provider to meet a Service Level will include detail regarding the particulars of the failure, a description of the measures taken or to be taken by the Service Provider to rectify and remedy the failure, and the timeline in which such measures were or are expected to be taken by the Service Provider, in order to allow the Province to:

- (a) evaluate the consequence of such failure;
- (b) communicate with or respond to the applicable Province customers or Province Customers that received the Service that failed to meet such Service Level; and
- (c) cooperate with the Service Provider to rectify and remedy the consequence of such failure and to prevent future failures to meet such Service Level.

The Service Provider will provide such reports to the Province on a monthly basis and in accordance with applicable reporting requirements set out in **Schedule 10** (*Reporting Requirements*), unless sooner requested by the Province from time to time. The Service Provider will also provide the Province with immediate notice of each material failure to meet a Service Level in accordance with the provisions of Section 6.6 (*Problem Alert and Escalation Procedures*).

#### 6.6 Problem Alert and Escalation Procedures.

In order to facilitate the ability of the Parties to quickly address, mitigate or otherwise deal with an event, occurrence, error, deficiency, defect, interruption, malfunction or other similar matter with respect to the Services, or any other System or service provided by a Subcontractor or any other Person which is related to or otherwise impacts the Services, and which the Service Provider reasonably believes could have a material adverse effect on the delivery of the Services or could result in the Service Provider failing to meet a Service Level (each a “**Problem**”), the following provisions will apply:

- (a) from and after the Effective Date, the Service Provider will develop, implement, maintain and comply with Problem alert, escalation, and management procedures, which may be amended by the Parties through the Governance Process from time to time (the “**Problem Management Procedures**”);
- (b) if the Service Provider becomes aware of a Problem, then the Service Provider will immediately notify the Province of the Problem by providing the Province with the particulars of the Problem;
- (c) the Service Provider will treat the Problem as a priority, will work diligently to avert or minimize any adverse effect that the Problem may cause, and will deal with the Problem in accordance with the Problem Management Procedures;

- (d) upon the occurrence of any Problem, the Service Provider will perform a root cause analysis in respect thereof as soon as practicable, and in any event, within any times required pursuant to the Problem Management Procedures, for purposes of identifying the cause of such Problem, and in order to assist the Service Provider in developing and implementing a proposal or workaround solution for correcting the Problem, and implementing improved processes to detect and avoid similar Problems in the future;
- (e) the root cause analysis and proposal will be completed by the Service Provider as part of the Services at no additional cost to the Province;
- (f) for greater clarification, and for purposes of this Section, any Problems of Subcontractors and Suppliers will be deemed to be Problems of the Service Provider; and
- (g) the Service Provider will review each root cause analysis with the Province, monthly (or more frequently as may be requested by the Province from time to time) to monitor Service Provider's corrective and remedial actions (including detective and preventive actions).

#### 6.7 Service Level Failures.

The Service Provider's failure to meet any Service Levels will be governed by the provisions of **Schedule 4 (Service Levels and Service Level Failures)**. The provisions of **Schedule 4 (Service Levels and Service Level Failures)** provide only partial compensation for the damage that may be suffered by the Province as a result of the Service Provider's failure to meet any Service Levels. Accordingly, payment or application of any Service Level Credit pursuant to the provisions of **Schedule 4 (Service Levels and Service Level Failures)** is without prejudice to any entitlement that the Province may have to damages or other remedies under this Agreement, at law or in equity, including injunctive relief (to the extent available), as well as to the following:

- (a) the removal of the Service in respect of which there was a failure to meet the applicable Service Levels from the Services to be provided by the Service Provider pursuant to this Agreement, and an appropriate consequential reduction in the applicable portion of the Fees pursuant to the Change Order Process; or
- (b) the taking by the Province of all action necessary or desirable to correct, rectify and remedy such failure and the resulting consequences at the cost of the Service Provider including, without limitation, procuring or otherwise obtaining Services or goods from any alternative service providers or suppliers, and setting-off the cost of all such action and of the amount of all damages or loss suffered by the Province as a result of such failure against the Fees otherwise payable by the Province to the Service Provider.

A failure to meet a Service Levels which does not give rise to a Service Level Termination Event will not give rise to a right of the Province to terminate this Agreement, but will give rise to rights and remedies of the Province in respect of defaults generally in accordance with this Agreement including, without limitation, the provisions of this Section and the right to service level credits ("**Service Level Credits**") in accordance with the provisions of **Schedule 4 (Service Levels and Service Level Failures)**.



## ARTICLE 7 – BRANDING AND COMMUNICATIONS

### 7.1 Service Provider Marks.

Except as may otherwise be expressly required pursuant to Applicable Law, or as may be Approved by the Province, the Service Provider will not use or display any of the Service Provider's trade-marks, official marks, corporate names, business names, trade names, domain names, trading styles, logos, or other distinguishing marks (each a "**Service Provider Mark**") together or in conjunction with any trade-marks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks of the Province, whether registered or unregistered (each a "**Province Mark**"). Notwithstanding any such requirement pursuant to Applicable Law, or Approval by the Province, the Province will not obtain any rights in or to the Service Provider Marks, and any and all goodwill that is or may be acquired from the such use of a Service Provider Mark by the Service Provider will vest in and be, and be deemed to be, the property of the Service Provider.

### 7.2 Publicity.

The Service Provider will submit to the Province all advertising, written sales promotion, press releases, public notices and any and all other publicity matters or materials relating to this Agreement or the transactions contemplated by this Agreement, or in which the Province's name or any Province Marks are mentioned or language from which connection with the Province's name or any Province Marks may be inferred or implied (the "**Publicity Materials**"). The Service Provider will not publish or use any Publicity Materials without the prior consultation with and Approval of the Province, which Approval will not be unreasonably withheld. Notwithstanding the foregoing, the Service Provider may include the Province's name and a factual description of the work performed under this Agreement only:

- (a) on employee bulletin boards;
- (b) in internal business planning documents;
- (c) for account referral purposes when Approved by the Province;
- (d) whenever otherwise required by reason of legal, accounting or regulatory requirements;  
and
- (e) in proposals where such proposal language has been Approved by the Province.

In addition, no disclosure, including press releases, will be made by the Service Provider regarding any aspect of the Services or the Province without the Approval of the Province. In the event of potentially negative publicity or other potentially adverse effects upon the Service Provider in connection with the Services or this Agreement, the Service Provider will be entitled to respond to the same provided that it does so in consultation with the Province, and that the Province is given the opportunity to first Approve the contents of any such response insofar as it relates to the Province, the Services or this Agreement.

### 7.3 Province Customer Communications.

Unless specifically provided otherwise in this Agreement, all communications by the Service Provider to the Province Customers will be in accordance with the Communication Plan and other processes and procedures as set forth in **Schedule 7** (*Communications Plan and Processes*).

#### 7.4 Adverse Impact Notice.

The Service Provider will provide the Province with prior notice (which need not be in writing), if possible, of events with respect to the Service Provider and its Affiliates that the Service Provider anticipates will become public and could reasonably be expected to adversely impact the Province or the relationship between the Parties, or be covered negatively in any North American media. The Service Provider's obligation to provide such notice is subject to the provisions of applicable law, including securities laws applicable to the Service Provider and its Affiliates, and to the confidentiality obligations of the Service Provider and its Affiliates. Where it is not possible for the Service Provider to provide prior notice to the Province, the Service Provider will notify the Province as soon and as promptly as it is able to do so.

### ARTICLE 8 – RELATIONSHIP MANAGEMENT AND HUMAN RESOURCES

#### 8.1 Governance.

During the Term, the relationship of the Parties (including the mechanisms by which they will manage this Agreement, each with the other) will be expressly governed by the provisions of this Article 8 (*Relationship Management and Human Resources*) and the processes, procedures and provisions set forth in the governance structure attached as **Schedule 8 (Governance)**, as **Schedule 8 (Governance)** may be jointly amended from time to time by the Parties in accordance with the terms of this Agreement.

#### 8.2 Cooperation of the Parties.

Each Party will cooperate with the other, in good faith, in the performance of its obligations under this Agreement. In connection therewith, each Party will make available, as reasonably requested by the other Party, such management decisions, information, approvals and acceptances such that the provision of the Services under this Agreement may be accomplished in a proper, timely and efficient manner and in accordance with the processes and procedures set forth in this Agreement. Unless specifically provided otherwise in this Agreement, where an agreement, approval, acceptance or consent of the other Party is required by any provision of this Agreement, then such action will not be unreasonably withheld or delayed, having regard to all of the surrounding circumstances. The Parties agree that it will not be considered reasonable for any requested response time for an agreement, approval, acceptance or consent from the Province to be less than five (5) Business Days except in extraordinary circumstances clearly demonstrated in writing by the Service Provider. Notwithstanding the foregoing, nothing in this Section 8.2 (*Cooperation of the Parties*) will in any manner relieve the Service Provider from performing its obligations, or delivering the Services, as contemplated under, and in accordance with, the express terms of this Agreement.

#### 8.3 Power and Authority of the Service Provider.

Except as otherwise set forth in this Agreement, and subject to the terms of this Agreement, the Service Provider will have the power and authority to take such actions as it deems to be prudent, necessary or advisable to perform the Services in accordance with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the Service Provider will not take any action required by this Agreement, if such action is:

- (a) subject to the Approval of the Province, without having received such Approval; and
- (b) subject to consultation with the Province, without having undertaken such consultation.

For greater clarification, no such Approval or consultation will in any manner relieve the Service Provider from performing its obligations, or delivering the Services, as contemplated under, and in accordance with, the express terms of this Agreement, nor will such Approval or consultation have any effect on the allocation of risk to the Service Provider as a result of the covenants, obligations and requirements of the Service Provider under the terms of this Agreement.

#### 8.4 Province's Right to Issue Directives.

The Province may, from time to time, at the Service Provider's request or at the Province's own initiative, issue written directives and instructions and establish written policies and procedures governing the duties and obligations of the Service Provider relating to the Services (including with respect to confidentiality, privacy and security), in order to cause the Service Provider to comply with the Province's Policies or business requirements in the performance of the Services (each a "**Directive**"), in which case, the following provisions will apply:

- (a) the Directives will be subject to the Change Order Process and will be deemed to be a Mandatory Change Request;
- (b) the Province will, through the Governance Process, provide the Service Provider with timely written notice of the Directives;
- (c) the Service Provider will at all times act in accordance with the Directives that it has so received from the Province, provided that the Directives do not oblige the Service Provider to perform any duty or obligation not provided for or otherwise contemplated under this Agreement, and do not have the effect of causing the Service Provider to be in breach of any Applicable Laws;
- (d) the Province will provide the Service Provider with a reasonable period of time to comply with a Directive, having regard to all of the surrounding circumstances, the nature of the Directive, and the requirements of the Change Order Process (including, without limitation, the Mandatory Changes), it being acknowledged by the Parties that the nature of some Directives may necessitate immediate compliance, in which case, the Service Provider will comply with the Directive as promptly as practicable; and
- (e) subject to the requirements of the Change Order Process (including, without limitation, the Mandatory Changes), the failure or refusal of the Service Provider to comply with a Directive that it has received from the Province within the times required pursuant to this Agreement, and in accordance with the provisions of this Section, may constitute a Material Breach under the provisions of Section 24.1 (*Service Provider Material Breach*).

#### 8.5 Province Approval.

In connection with the Services performed by the Service Provider under this Agreement, and unless specifically provided otherwise in this Agreement, the Service Provider will not undertake any matter outside of the scope of the Services contemplated under this Agreement throughout the Term, and will not undertake any of the following matters without the prior Approval of the Province:

- (a) any financing or borrowing from a Person other than from an Affiliate of the Service Provider, and other than trade credit in the ordinary course, that could cause or permit (and the Service Provider will not otherwise cause or permit) the creation or

maintenance of any security interest, charge, pledge or other encumbrance on the rights of the Service Provider under this Agreement or on any assets used in the provision of Services by the Service Provider or its Affiliates (other than leased equipment from arm's length third parties);

- (b) those matters specifically identified in this Agreement as requiring the Approval or other authorization or consent of the Province;
- (c) making or agreeing to make any capital expenditure on behalf of the Province; or
- (d) retaining legal counsel on behalf of the Province with respect to any matter involving any Service, or initiating or responding to any legal, regulatory or other proceeding on behalf of the Province, or settling any Claim prosecuted by or against the Province arising from a legal or regulatory proceeding regarding any Service.

If the Approval of the Province is required pursuant to this Agreement, then except as specifically provided otherwise in this Agreement, the Service Provider will deliver written notice to the Province through the Governance Process, setting out the particulars of the matter and requesting the Approval of the Province, and setting forth the reasonable time period in which a response is required, and if applicable, the implications of not responding within that time period. The Parties agree that it will not be considered reasonable for the requested response time to be less than five (5) Business Days except in extraordinary circumstances clearly demonstrated in the Service Provider's notice. The Province will use reasonable efforts to respond to any request from the Service Provider for the Approval of the Province within a reasonable period of time, having regard to all of the surrounding circumstances. Except as specifically provided otherwise in this Agreement, the failure of the Province to respond to a request for an Approval during the period suggested by the Service Provider will not result in any liability to the Province or be deemed to constitute the Approval of the Province by acquiescence or otherwise. Where the Province delays in providing such response to the Service Provider in circumstances where the request for the Approval from the Service Provider expressly sets forth the consequences of not responding within the required time period, then the Service Provider will not be responsible for any breach by the Service Provider of its obligations under this Agreement where the same are directly attributable to the delay of the Province in providing such response.

#### 8.6 Province Continuity.

The Province will use reasonable efforts to ensure the continuity of its personnel who are involved in managing the relationship between the Province and the Service Provider, and in particular, the Province personnel holding positions referred to in the governance structure described in **Schedule 8 (Governance)**, but excluding therefrom any appointments made by way of an Order-in-Council. The foregoing requirement for the Province to use reasonable efforts to ensure such continuity in its personnel will only apply to the extent that the same is not inconsistent with or contrary to any Province Policies, and does not, and is not seen or otherwise deemed to, fetter the discretion of the Province.

#### 8.7 Key Positions.

Recognizing the importance of executive continuity to the ongoing success of the Parties' relationship, and to the successful performance of the Services under this Agreement, the Service Provider will use all reasonable efforts to minimize turnover of Personnel and will cause its Subcontractors to use all reasonable efforts to minimize turnover of the External Personnel, in the positions as more particularly described in **Schedule 9 (Key Positions)** (the "**Key Positions**"), as may be changed from time to time by the Parties in accordance with this Section 8.7 (*Key Positions*) and Section 8.8 (*Changes in Key*

*Positions*). At all times during the Term, the Service Provider will ensure that the Key Positions are appropriately staffed and Key Personnel are available as may be necessary to ensure the continuous and uninterrupted provision of the Services. Subject to Subsection 8.8(a) and (b) (*Changes Key Positions*), the foregoing will constitute a material obligation for purposes of Section 24.1 (*Service Provider Material Breach*). The Parties may, from time to time through the Governance Process, re-designate the positions that constitute Key Positions.

#### 8.8 Changes in Key Positions.

The Province has entered into this Agreement in reliance upon and with the expectation that the Key Personnel will be engaged in the provision of the Services to the Province, and with the expectation of reasonable continuity in the Key Positions. Accordingly, the Service Provider will implement personnel changes in the Key Positions in accordance with the following:

- (a) the Service Provider may replace a Key Personnel, or appoint a new person to fill a vacancy caused by the resignation or other departure of a Key Personnel, provided that:
  - (i) the Service Provider does not transfer any Key Personnel on a lateral basis without promotion to another project or Affiliate of the Service Provider without the prior Approval of the Province,
  - (ii) the Service Provider provides the Province with reasonable prior written notice thereof, if possible, together with relevant information regarding the background qualifications of the person that the Service Provider wishes to appoint to the Key Position, and such other information regarding the qualifications of such person as the Province may request,
  - (iii) the Service Provider provides the Province with the opportunity to interview the proposed person that the Service Provider wishes to appoint or hire into a Key Position prior to the final decision being made in respect of such appointment or hire, and the Service Provider obtains and considers comments from, and consults with, the Province in respect of such interview,
  - (iv) the Service Provider obtains the Approval of the Province pursuant to the provisions of **Schedule 9** (*Key Positions*) in respect of any candidate that will replace any of the individuals listed on **Schedule 9** (*Key Positions*), as amended, and
  - (v) the Service Provider provides the Province with a transition plan for the replacement of the incumbent with a new person in the Key Position;
- (b) in the event of an extended or unexpected absence of the incumbent Key Personnel, the Service Provider will forthwith advise the Province of such absence, and the Parties will consult with each other as to the appropriate steps to be taken by the Service Provider in respect of such absence; and
- (c) any person assigned to or otherwise placed in a Key Position will have qualifications or experience appropriate to the position which will be at least equivalent to the qualifications and experience of the initial person in such Key Position unless otherwise Approved by the Province, and such person will be suitably trained and transitioned to the Key Position.

## 8.9 Key Position Failures.

At any time, and from time to time, during the Term, the Province or the Service Provider may by notice (which may be oral) to the other, declare that a Key Personnel has failed to satisfactorily perform the duties of such Key Position. The Parties will promptly discuss such concerns, and where the Parties cannot agree on an appropriate course of action in respect thereof, then such issue will be elevated to the Joint Executive Committee for consideration, or such other discreet channels of communication as may be appropriate under the circumstances. Where the Joint Executive Committee provides any direction, including removal of such person, then the Service Provider will promptly adhere to and implement such direction at the Service Provider's sole cost.

## 8.10 General Principles Regarding Personnel.

At all times during the Term, the Service Provider will employ sufficient personnel of the Service Provider, including both employees and independent contractors of the Service Provider (collectively, "**Personnel**"), and will ensure that sufficient personnel is employed by its Subcontractors (collectively, "**External Personnel**"), to perform the Services in accordance with Service Levels and the other terms and conditions of this Agreement. The following provisions will apply with respect to the Personnel and the External Personnel:

- (a) unless specifically provided otherwise in this Agreement, the Service Provider will be responsible for the management and supervision of, and for the acts, omissions, performance of, and damage caused by the Personnel and External Personnel in the performance of the Services;
- (b) the Service Provider will ensure that the use of all Foreign Employed Individuals in the performance of the Services will comply with the Personal Information Protection and Security Obligations applicable thereto;
- (c) the Service Provider will ensure that the Personnel and External Personnel performing the Services:
  - (i) possess a degree of skill and experience appropriate to the tasks to which they are assigned and the performance and Service Levels which they are required to achieve,
  - (ii) receive appropriate training for the performance of the Services and compliance with the Personal Information Protection and Security Obligations,
  - (iii) perform the Services to the standards set out in this Agreement, and
  - (iv) strictly comply with the privacy, security and confidentiality provisions set forth in the Personal Information Protection and Security Obligations;
- (d) where given a Directive by the Province pursuant to Section 8.4 (*Province's Right to Issue Directives*), or where otherwise necessary, appropriate or prudent to do so given the nature of the Services or of the Province Confidential Information being accessed, used or disclosed, the Service Provider will conduct appropriate background checks with respect to the applicable Personnel, and will contractually require Subcontractors to do the same with respect to the applicable External Personnel, prior to such personnel commencing to provide the Services;

- (e) unless specifically provided otherwise under this Agreement, the Service Provider will be solely liable and responsible (to the exclusion of the Province) for all costs, expenses, liabilities or claims, whenever incurred, relating to:
  - (i) salaries and other compensation payable to its Personnel,
  - (ii) labour relations proceedings or orders, grievances, arbitration proceedings or unsatisfied arbitration awards relating to its Personnel,
  - (iii) strikes or other actions due to labour disputes involving its Personnel, and
  - (iv) complaints, claims, decisions, applications, orders or prosecutions under any employment or labour standards, occupational health and safety, workers' compensation, pay equity, employment equity and human rights legislation relating to its Personnel,

regardless of the time that the matter or event giving rise to any such costs, expenses, liability or claims arises or occurs, and for greater clarification, unless provided otherwise under the terms of this Agreement, none of such costs, expenses, liabilities or claims referred to in this paragraph (e) above will be subject to reimbursement by the Province to the Service Provider;

- (f) the Service Provider will deal with its Subcontractors in such a manner that the Province will have no liability resulting from the failure of the Subcontractors to meet the same responsibilities and payment obligations as described in paragraph (e) above with respect to the External Personnel, and for greater clarification, none of such costs, expenses, liabilities or claims contemplated in this paragraph (f) will be subject to reimbursement by the Province to the Service Provider or to the Subcontractors;
- (g) the Service Provider will comply at all times with all applicable collective agreements and all applicable employment standards, occupational health and safety, workers' compensation, human rights legislation, and other Applicable Laws relating to its Personnel, will cause each Subcontractor to comply with the same as applicable to the External Personnel of such entities, and will deal with all Subcontractors in such a manner that the Province will have no liability resulting from any failure of the Subcontractors to so comply with such responsibilities and obligations with respect to the External Personnel; and
- (h) except as expressly provided otherwise in this Agreement, the Service Provider will be solely liable and responsible for, to the exclusion of the Province, all costs arising from or otherwise relating to the termination by the Service Provider of any Personnel, and will ensure that the Province has no liability for the termination by any Subcontractor of any External Personnel, and the Service Provider and the Subcontractors will not be reimbursed by the Province for any such costs, expenses, claims or liabilities.

## ARTICLE 9 – SUBCONTRACTORS

### 9.1 Responsibility for Subcontractors.

The Service Provider is the general contractor for the Services under this Agreement and remains responsible for all of its obligations under this Agreement, regardless of whether the Service Provider relies upon any Subcontractor to any extent. Subject to the terms of this Agreement:

- (a) the Service Provider's use of Subcontractors for any of the Services will in no way increase the Service Provider's rights or diminish the Service Provider's liabilities to the Province with respect to this Agreement;
- (b) the Service Provider's rights and liabilities under this Agreement with respect to the Province will be as though the Service Provider had itself performed such Services;
- (c) the Service Provider will be liable for any defaults or delays caused by any Subcontractor in connection with the Services as if such defaults or delays were caused by the Service Provider;
- (d) the Service Provider will be fully liable for all actions and omissions of the Subcontractors in the performance of the Services; and
- (e) the Service Provider will be fully liable for all actions and omissions of the individuals performing any part of the Services on behalf of the Service Provider and any Subcontractor.

If a Subcontractor breaches a Subcontract, or is alleged to have breached a Subcontract, which could have a material effect on the delivery of the Services or the performance of the Service Provider's obligations under this Agreement, then the Service Provider will notify the Province in writing and provide the Province with such information relating to the alleged breach as the Province may request.

### 9.2 Inconsistent Subcontract Terms.

The terms of this Agreement will in all events be binding upon the Service Provider notwithstanding, and without regard to, the existence of any inconsistent or contrary terms in any agreement between the Service Provider and any Subcontractor, whether or not and without regard to the fact that the Province may have directly or indirectly been given or otherwise received notice of any such inconsistent or contrary term.

### 9.3 General Contract Terms (Subcontractors).

Subject to Section 9.7 (*Material Subcontractors*), all Subcontracts entered into by the Service Provider with Subcontractors will not include any terms or provisions that are inconsistent with, or contrary to, the terms and conditions of this Agreement, and all such Subcontracts will include the following provisions:

- (a) a requirement that the Subcontractor adhere to the applicable obligations that:
  - (i) are expressly required by this Agreement to be imposed upon the Subcontractor, and



- (ii) are otherwise required for the Service Provider to perform its obligations to the Province under this Agreement including, without limitation, the Service Levels, confidentiality obligations, intellectual property provisions, Personal Information Protection and Security Obligations, and reporting, audit and access rights and requirements;
- (b) assignment or licensing of Intellectual Property Rights to the Service Provider in respect of any deliverables created in such relationship, and waiver of moral rights in respect of the same, to the extent required by the Service Provider to comply with its obligations to the Province under this Agreement;
- (c) obligations regarding compliance with Applicable Laws, including source deductions and remittances (for taxes, workers compensation and similar requirements);
- (d) termination rights consistent with the terms of this Agreement;
- (e) to the extent possible, assignment rights to the Province or the Alternative Service Provider upon the Termination of this Agreement in accordance with its terms, without any further consent from the Subcontractor or any additional, accelerated or other similar payments having to be made (notwithstanding the forgoing, if such Alternate Service Provider is a Direct Competitor then written consent of the Material Subcontractor shall be required);
- (f) restrictions on the assignment by any Subcontractor of its Subcontract; and
- (g) any other provisions necessary for the Service Provider to fulfill its obligations under this Agreement.

#### 9.4 Subcontractor Monitoring.

During the Term, the Service Provider will:

- (a) monitor the performance of Subcontractors and promptly address and remedy any performance issues or disputes with Subcontractors in such a manner as to mitigate any adverse impact on the nature, quality or delivery of the applicable Services;
- (b) address and remedy any performance issues or disputes with Subcontractors in a manner which has no adverse impact on the nature, quality or delivery of the applicable Services under this Agreement; and
- (c) ensure that contingency plans are devised for the possibility of a Subcontractor failing to perform, needing to be replaced, or terminating the Subcontract with the Service Provider before the Termination of this Agreement.

#### 9.5 Non-Disclosure Documents.

Unless otherwise Approved by the Province, all External Personnel of Access Subcontractors (including all External Personnel of any Affiliates of the Service Provider who may have access to, or use or disclosure of, Personal Information) will be required to execute documents directly with the Service Provider binding such External Personnel to confidentiality and non-disclosure agreements as required by the Province and in a form Approved by the Province, all as more particularly described in the Personal

Information Protection and Security Obligations contained in **Schedule 13** (*Personal Information Protection and Security Obligations*) (the “**External Personnel Agreements**”). The Service Provider will not disclose or provide access to any Personal Information to any such External Personnel until such External Personnel have entered into an External Personnel Agreement.

#### 9.6 Confidentiality Breaches.

Unless specifically provided otherwise under this Agreement, any breach of the confidentiality obligations set forth in this Agreement by a Subcontractor, or any External Personnel of such Subcontractor, will be deemed to constitute a breach of the confidentiality provisions of this Agreement by the Service Provider. In the event of any breach of confidentiality obligations by a Subcontractor, or any External Personnel of a Subcontractor, the Parties agree as follows:

- (a) in the event that either Party discovers that a breach of confidentiality by a Subcontractor or any External Personnel of a Subcontractor has occurred, it will promptly notify the other Party in writing;
- (b) the Service Provider will take all steps necessary to remedy or to have remedied such breach;
- (c) the Service Provider will develop and inform the Province of any remedial plans to remedy or otherwise deal with such breach;
- (d) if the Province Approves such remedial plan, and the Service Provider carries out the remedial plan, then the Province will not be entitled to terminate this Agreement solely on the basis of the Subcontractor’s breach of confidentiality; and
- (e) if the Province does not Approve such remedial plan, or if the Service Provider does not carry out the remedial plan, then such breach will constitute a Material Breach for purposes of Subsection 24.1(k) (*Service Provider Material Breach*).

#### 9.7 Material Subcontractors.

Each Subcontractor as of the date of this Agreement and any Subcontractor that is an Access Subcontractor will constitute a “**Material Subcontractor**” to which the provisions of Section 9.8 (*Additional Material Subcontract Terms*), in addition to the provisions set forth in Section 9.3 (*General Contract Terms (Subcontractors)*), will apply.

#### 9.8 Additional Material Subcontract Terms.

Unless consented to in writing by the Province, all Material Subcontracts entered into by the Service Provider will, in addition to the provisions set forth in Section 9.3 (*General Contract Terms (Subcontractors)*), include the following provisions:

- (a) provisions by which any Material Subcontractor who has or could have access to, use or disclosure of Personal Information in connection with the Services is bound to any applicable Personal Information Protection and Security Obligations as identified in **Schedule 13** (*Personal Information Protection and Security Obligations*);

- (b) provisions naming the Province as an intended third party beneficiary of the Material Subcontract and providing for the delivery by the Material Subcontractor of a certificate to such effect to the Province upon request;
- (c) an agreement by both the Service Provider and the Material Subcontractor not to directly or indirectly assign the Material Subcontract to any Person without the Approval of the Province, not to be unreasonably withheld or delayed; and
- (d) provisions entitling the Service Provider to terminate the Material Subcontract in response to a notice received from the Province under Section 9.12(a) (*Removal of Subcontract*).

#### 9.9 Extracts of Subcontracts.

During the Term of this Agreement, and at the request of the Province, the Service Provider will provide the Province with certificates signed by the Service Provider that have extracts of Material Subcontracts attached thereto, in a form sufficient for the Province to confirm the Service Provider's compliance with the obligations set forth in this Article 9 (*Subcontractors*). In connection therewith, the Service Provider will provide such certificate to the Province in respect of the Material Subcontracts, concurrently with the execution of this Agreement.

#### 9.10 Consent to Use of Material Subcontractors.

The Service Provider will not use any Material Subcontractors in respect of the provision of any Services or other obligations performed under or in connection with this Agreement unless the Service Provider obtains the Approval of the Province, and for purposes hereof those Material Subcontractors are hereby approved by the Province. Any request for Approval of a Material Subcontractor will include information regarding the components of the Services affected, the scope of the proposed Material Subcontract, the identity and qualifications of the proposed Material Subcontractor, whether the proposed Material Subcontractor is an Affiliate of the Service Provider, whether the proposed Material Subcontractor is a Canadian Entity, the foreign ownership (direct or indirect) of the proposed Material Subcontractor (if any), and the reasons for subcontracting the work in question.

#### 9.11 Province Criteria for Material Subcontractors.

In considering a request for the Approval of a Material Subcontractor under the provisions of Section 9.10 (*Consent to Use of Material Subcontractors*), the Province will consider the reputation, financial stability, qualifications, applicable experience, ability, direct and indirect ownership, and availability of the Material Subcontractor, whether the Material Subcontractor who may have access to, or use or disclosure of Personal Information is a Canadian Entity, and the extent to which the Material Subcontractor could or would have access to, use or disclosure of any Personal Information, the purpose of such access, use and disclosure by (and by any External Personnel of) the Material Subcontractor. The Service Provider will not be required to provide to the Province any Subcontract (or draft Subcontract) with a Material Subcontractor (or proposed Material Subcontractor) in connection with a request for or to obtain the Province's Approval of the Material Subcontractor, except to the extent contemplated in Section 9.9 (*Extracts of Subcontracts*).

#### 9.12 Removal of Subcontractor.

In the event that the Province determines, acting reasonably, that:

- (a) the continued use of a Material Subcontractor will or could have a detrimental effect on the Province, and is therefore not in the best interests of the Province as a result of the Province having severed all other relationships with such Material Subcontractor due to the wilful misconduct, fraud or other forms of malfeasance by such Material Subcontractor; or
- (b) the risk of a breach of the provisions of the *Freedom of Information and Protection of Privacy Act* is increased as a result of an Access Subcontractor ceasing to be a Canadian Entity or otherwise,

then the Province will give the Service Provider notice thereof (and specifying in detail the reasons therefor) through the Joint Executive Committee, requesting that such Material Subcontractor or Access Subcontractor be replaced. Promptly following receipt of such notice, the Service Provider will investigate the matters stated in the notice and discuss its findings with the Province through the Joint Executive Committee. If requested to do so by the Province (acting reasonably), the Service Provider will (within the timeframe specified by the Province after consultation with the Service Provider in respect of such timeframe) remove any access that the Material Subcontractor or Access Subcontractor may have to the Personal Information pending completion of the Service Provider's investigation and discussions with the Province. If, following such discussions with the Service Provider through the Joint Executive Committee, the Province reaffirms, acting reasonably, its request for the replacement of such Material Subcontractor or Access Subcontractor, then the Service Provider will, within ninety (90) days (or such different period of time as may be agreed to between the Parties through the Joint Executive Committee having regard to all of the surrounding circumstances) of such reaffirmation, replace such Material Subcontractor or Access Subcontractor with a new Material Subcontractor or Access Subcontractor of suitable qualifications, or will perform the applicable Services directly.

#### 9.13 Other Business with Subcontractors.

Nothing contained in this Agreement will prohibit or otherwise restrict the Province from entering into agreements or other arrangements with any Subcontractor.

#### 9.14 Suppliers.

The Service Provider may enter into contracts with Suppliers in respect of the Services (including for third party Software or for support or maintenance service) with such Suppliers as the Service Provider may select, provided that the Service Provider complies with any other applicable provisions of this Agreement regarding the use of Software in providing the Services. The following provisions will apply to contracts with Suppliers entered into by the Service Provider (it being understood that any Person who is given access to or use of Personal Information is a Access Subcontractor and not a Supplier for the purposes of this Agreement):

- (a) all costs and expenses of such contracts with Suppliers will be the sole responsibility of the Service Provider, including any termination cost, penalties or other amounts payable in connection with such contracts;
- (b) the Service Provider will ensure that the Suppliers have the required skill, qualifications and experience necessary to perform their obligations, and in the case of janitorial services, the Service Provider will retain bonded janitors only;
- (c) the Service Provider will employ a clean desk policy to ensure that its Suppliers do not obtain access to Personal Information or Province Confidential Information; and

- (d) the Service Provider will not be relieved of any of its obligations in respect of the Services or under this Agreement as a result of any contracts with Suppliers, and the Service Provider will be responsible for all actions and failure to act of all of its Suppliers and the consequences thereof.

The Service Provider will monitor the performance of its Suppliers and will promptly address and remedy any performance issues or disputes in a manner which has no adverse impact on the nature, quality or delivery of the Services.

## ARTICLE 10 – REPORTING AND ANNUAL OPERATING PLAN

### 10.1 Reporting Generally.

At all relevant times during the Term, the Service Provider will prepare or cause to be prepared, and will provide to the Province all reports and information required by the Province from time to time. The reporting requirements of the Province, which will be effective as and from the Effective Date is set forth in **Schedule 10** (*Reporting Requirements*), and is subject to adjustment or amendment by the Parties through the Governance Process.

### 10.2 Annual Review of Reporting Requirements.

The Parties, through the Governance Process, will conduct an annual review of the then current reporting requirements under this Agreement and as set forth in **Schedule 10** (*Reporting Requirements*), as the same may be adjusted or amended from time to time, and will consider any changes to the current reporting requirements as the Parties may determine to be appropriate or desirable.

### 10.3 Changes to Reporting Requirements.

The Service Provider agrees that any changes to the reporting and information requirements of the Province, as contemplated under this Article 10 (*Reporting and Annual Operating Plan*), will not result in any increased Fees being payable to the Province. For greater clarification, the Parties expect that the reporting requirements set forth in **Schedule 10** (*Reporting Requirements*) will evolve over the Term as a result of the addition of Services, changes made through the Change Order Process, and otherwise. The Service Provider will at all times comply with the requirements of **Schedule 10** (*Reporting Requirements*), as the same may be adjusted or amended from time to time, and will provide suggestions to the Province as to improvements, enhancements and changes to the reporting and informational requirements set forth in **Schedule 10** (*Reporting Requirements*), for Approval by the Province through the Governance Process. Any changes that are made to the reporting requirements, as contemplated in this Section, will be deemed to be a Change Order for the purposes of this Agreement and will amend this Agreement in the manner and to the extent contemplated under Section 5.11 (*Consequential Amendments*).

### 10.4 Format of Reports.

To the greatest extent possible, the Parties will use web-enabled reports and direct electronic access to data and query reports to meet the reporting and informational needs of the Province. The Parties agree to minimize the amounts and types of paper based reporting.

#### 10.5 Annual Operating Plan.

The Service Provider will, with the co-operation and assistance of the Province through the Governance Process, prepare and provide to the Province an annual operating plan (the “**Annual Operating Plan**”) that will be the planning document utilized in the provision of the Services, consisting of:

- (a) a summary of the financial and operational changes for the Services in the next Contract Year, based upon the most current annual estimate available;
- (b) a survey, review and analysis of the Systems and resources used to provide the Services;
- (c) strategies to assist in realizing the objectives set forth in Section 1.12 (*Objectives of the Parties*);
- (d) an analysis of the operations by the Service Provider with recommendations for changes to reduce costs, improve efficiencies and improve the satisfaction of the Province and Province Customers;
- (e) a description of any planned changes to the Services for the following Contract Year, to the extent known;
- (f) a description of any proposed material changes in the way the Service Provider wishes to provide the Services;
- (g) a review and analysis of any projects performed over the previous Contract Year and summary of recommended projects for the next Contract Year, to the extent known;
- (h) any planned System or resource acquisitions (including changes to the number and type of Personnel currently providing the Services, whether by an increase or decrease in the number of such Personnel) to provide for additional or decreased Service capacity and volume, or to otherwise exploit new technological or business process developments;
- (i) a description of the risk profile of the Service Provider, including a description of any material risks which could have an impact on the Service Provider’s ability to provide the Services in accordance with Service Levels;
- (j) a budget forecast setting out the estimated financial information in respect of the upcoming Contract Year, taking into account anticipated changes and information then available to the Service Provider (which budget will be consistent with the provisions of Schedule 12 (*Fees*), but subject to any changes having been made through the Change Order Process or otherwise); and
- (k) such other matters as may be mutually agreed to by the Parties through the Governance Process.

#### 10.6 Timing of Annual Operation Plan.

No later than 120 days prior to the commencement of the next Contract Year, the Service Provider will develop, prepare and provide to the Province, through the Governance Process, a proposed Annual Operating Plan for the next Contract Year, with the first Annual Operating Plan being delivered on or before June 30, 2014. Within 30 days following receipt of the proposed Annual Operating Plan, the

Parties, through the Governance Process, will jointly Approve the Annual Operating Plan or discuss any modifications or changes required thereto, and the Service Provider will provide the Province, through the Governance Process, with a revised Annual Operating Plan incorporating such modifications or changes. Any Dispute with respect to the Approval of the Annual Operating Plan will be resolved through the Dispute Resolution Process set forth in Article 23 (*Dispute Resolution*).

#### 10.7 Annual Confirmation.

The Service Provider will deliver a certificate to the Province, together with the Annual Operating Plan referred to in Section 10.5 (*Annual Operating Plan*), that contains a confirmation signed by a senior officer or director of the Service Provider stating that:

- (a) a review of the activities of the Service Provider during the preceding Contract Year has been made under the supervision of such senior officer or director; and
- (b) based upon the review referred to in paragraph (a) above, and to the best of the knowledge of such senior officer or director, after having made due inquiry, the Service Provider has fulfilled all of its obligations under this Agreement in all material respects (including, without limitation, the Personal Information Protection and Security Obligations), and that no Material Breach (or any event which, with notice or lapse of time or both, could reasonably be determined to become a Material Breach) occurred during such Contract Year in respect of such obligations, and stating exceptions to any of the forgoing, if applicable.

### ARTICLE 11 – MAINTENANCE OF RECORDS

#### 11.1 Maintenance of Records.

During the Term and for a period of seven (7) years after the end of the Term (or such longer period as may be required by Applicable Law, or in the case of Subcontractors who cease to provide Services, seven (7) years after such Subcontractors have ceased to provide Services), the Service Provider will:

- (a) maintain accurate and complete Records related to this Agreement and to the Services to be provided by the Service Provider under this Agreement (other than Records which have been returned to the Province by the Service Provider), as may be required or necessary in order for the following:
  - (i) the Service Provider to meet any other reporting or record keeping requirements referred to in this Agreement, and
  - (ii) to enable the Province to verify compliance by the Service Provider with the terms of this Agreement and to ascertain the accuracy of all financial matters arising under this Agreement,

provided that the Service Provider will not be required to retain any specific Record for a period of greater than seven (7) years except as required by Applicable Law; and

- (b) cause Subcontractors to maintain complete and accurate Records of the transactions and activities undertaken by such Subcontractors as part of the Services (other than Records which have been returned to the Province by the Service Provider), as may be required or necessary in order for the following:

- (i) the Service Provider to meet any other reporting or record keeping requirements referred to in this Agreement, and
- (ii) to enable the Province to verify compliance by the Subcontractor with the terms of this Agreement and to ascertain the accuracy of all financial matters arising under this Agreement,

provided that the Subcontractor will not be required to retain any specific Record for a period of greater than seven (7) years except as required by Applicable Law.

Without limiting the generality of the foregoing, the Service Provider will ensure that all New Records with respect to the performance of the Services will conform with GAAP (to the extent applicable), the requirements of Applicable Laws, and the Province's Administrative Records Classification System (ARCS) and Operational Records Classification Systems (ORCS), as may be amended from time to time and notified by the Province to the Service Provider, subject to the Change Order Process.

#### 11.2 Transferred Records.

The Province will arrange for the delivery of the Transferred Records to the Service Provider, as and when applicable, in accordance with the records protocols described in the attached **Schedule 11** (*Records Protocols*).

#### 11.3 Custody of Province Records.

The Service Provider will have Custody of the Province Records from the later of the date that Custody is granted to the Service Provider by the Province or the date of the creation or coming into existence of the Province Records, in accordance with and subject to the provisions of this Agreement.

#### 11.4 Control of Province Records.

The Province Records will remain the property and in the Control of the Province, and accordingly, they will continue to remain subject to the requirements of the British Columbia *Document Disposal Act*, *Electronic Transactions Act* (British Columbia), *Freedom of Information and Protection of Privacy Act* (British Columbia) and all Province Policies related thereto, and the *Interpretation Act* (British Columbia). The Service Provider will comply with the requirements thereof in respect of the Province Records as though each such Act or Policy applied to the Service Provider directly. In addition, the Service Provider will:

- (a) not sell, transfer to the physical custody of another jurisdiction or Person, destroy or otherwise dispose of the Province Records without the Approval and direction of the Province, or as contemplated under this Agreement, and then, only in accordance with the protocols described in **Schedule 11** (*Records Protocols*), and the provisions of Article 13 (*Privacy, Security and Confidentiality*);
- (b) not under any circumstances, and without limiting the provisions of Article 13 (*Privacy, Security and Confidentiality*), use or disclose any Province Records except:
  - (i) on the prior written directions, or with the Approval, of the Province (which directions or Approval may be given by the Province at any time, in its sole discretion, or in response to a written request from the Service Provider specifying the particulars of the proposed use or disclosure of such Records), or



- (ii) through the ordinary course provision of the Services as contemplated under the terms of this Agreement and in accordance with applicable Province Policies notified to the Service Provider from time to time;
- (c) return the Province Records to the Province on the written instructions of the Province or as may otherwise be required or permitted in accordance with the provisions of this Agreement;
- (d) at the request and expense of the Province, provide written or electronic copies of such Province Records for storage on the premises of the Province or of any applicable regulatory body or agency, as the Province may require;
- (e) maintain the safe keeping and integrity of the Province Records in accordance with the records protocols set forth in the attached **Schedule 11** (*Records Protocols*) and with the provisions of Article 13 (*Privacy, Security and Confidentiality*);
- (f) store all Province Records separately from other records of the Service Provider and identify them as Records of the Province; and
- (g) provide the Province with copies of any Province Records, and permit the Province to have access to the Province Records with such access being in accordance with the provisions of Section 18.1 (*Access Rights*)).

The Province will comply with its obligations to the Service Provider in respect of the Province Records as set forth in **Schedule 11** (*Records Protocols*).

#### 11.5 Final Return of Province Records.

Upon Termination of this Agreement, the Service Provider will deliver all such Province Records then in its Custody to the Province, including the performance of any obligations, steps or other requirements set forth in the Termination Assistance Plan. The Service Provider may, subject to the terms of Article 13 (*Privacy, Security and Confidentiality*), maintain sufficient copies of financial and other records following Termination of this Agreement, as it is required to maintain for tax and other statutory reasons in accordance with Applicable Laws.

#### 11.6 Costs of Record Keeping.

The Service Provider acknowledges and agrees that all costs of record keeping contemplated in this Article 11 (*Maintenance of Records*) will be the responsibility of the Service Provider, and that compensation to the Service Provider in respect thereof is included in the Fees. For greater clarification, any Province Records delivered by the Service Provider to the Province at the request of the Province or pursuant to Sections 11.4 (*Control of Province Records*) and 11.5 (*Final Return of Province Records*), or **Schedule 11** (*Records Protocols*), will thereafter be the responsibility (both financially and as to storage obligations) of the Province, unless such Province Records are returned to the Service Provider during the Term in accordance with the provisions of this Agreement.

#### 11.7 Storage and Disposal of Records.

The Service Provider will not destroy or dispose of any Province Records without the prior Approval of the Province. If the Province requests, in writing, that the Service Provider destroy or dispose of any Province Records, then the Service Provider shall comply with the record protocols more particularly

described in **Schedule 11** (*Records Protocols*) and any directions from the Province. The Province will destroy any such Province Records if the Province determines it to be appropriate to do so. The Service Provider will not, without the Approval of the Province, dispose of or otherwise destroy any Province Records in its Custody at any time before the seventh (7<sup>th</sup>) anniversary of the date that the final payment under this Agreement is made or of the date that all outstanding Disputes are settled, whichever is later.

#### 11.8 Locations of Records.

Unless provided otherwise in this Agreement, and subject to the provisions of Section 4.1 (*Overview of Service Locations*), the following provisions will apply in respect of all Province Records that contain any Personal Information:

- (a) the Service Provider will maintain the Province Records in Canada at locations notified by the Service Provider to the Province in writing pursuant to Section 4.2 (*Service Locations*);
- (b) the Service Provider will not relocate any such Province Records maintained pursuant to this Section without first notifying the Province in writing, and will not remove any Province Records to a location outside of Canada except as Approved by the Province; and
- (c) at no time will any Person have remote access to any Personal Information (including on any backup data) contained in the Province Records from any location outside of Canada, except as expressly Approved by the Province.

### ARTICLE 12 – FEES AND PAYMENT TERMS

#### 12.1 Fees.

In consideration of the performance of the Services, the Province will pay the Fees to the Service Provider, net of any amounts as contemplated pursuant to Article 6 (*Service Levels*), or as otherwise contemplated in this Agreement. Except as otherwise expressly set forth in this Agreement, the Province will not be obligated to pay any other amounts to the Service Provider for the Service Provider's performance of the Services and its other obligations under this Agreement. Any expenses that the Service Provider incurs in the performance of the Services are included in the Fees, and accordingly, the Service Provider's expenses will not be separately reimbursable by the Province unless specifically provided otherwise under, or agreed pursuant to, the terms of this Agreement.

#### 12.2 Invoices.

The Service Provider will provide the Province with monthly invoices, that conform to the payment requirements set forth in Section 12.3 (*Method of Payments*), for all Fees that are payable from time to time by the Province pursuant to this Agreement. Each invoice will be provided in electronic form compatible with the Province's financial computer systems, and in either case with the level of detail as may be requested by the Province from time to time to satisfy the Province's internal accounting requirements. The payment of any invoice by the Province will not be deemed to be Approval or acceptance of such invoice, and no such payment will preclude the Province from contesting any amount set forth in an invoice at any later date in accordance with the provisions of Section 12.6 (*Disputed Payments*).

### 12.3 Method of Payment.

The Province will pay the Fees to the Service Provider on the following terms:

- (a) the Fees will be payable monthly, in arrears, prior to the date which is sixty (60) days after receipt by the Province of an invoice from the Service Provider in a form that is in compliance with this Agreement, such invoice not to be delivered by the Service Provider to the Province before the end of the Service period for which it relates;
- (b) notwithstanding the payment date set forth above, interest on any overdue amounts will only be payable at the rates and in respect of the periods as set forth in the *Interest on Overdue Accounts Payable Regulation* (B.C. Reg. 215/83), as amended or replaced from time to time, and where such regulation has been revoked and not replaced, at the last rate and time period calculated thereunder; and
- (c) all Fees calculated or otherwise set forth in this Agreement are inclusive of all applicable Taxes unless otherwise expressly stated in this Agreement (including, without limitation, the provisions of Section 12.4 (*Taxes*)).

### 12.4 Taxes.

The Service Provider will collect, remit to the appropriate Taxing Authorities and report to the Province on all Taxes related to the Services to the extent that the same are included in the Fees, and to the extent that any of the Services attract PST or GST under law or agreement with the relevant taxation authorities, the Service Provider will add the same to the invoices for the Fees. The Service Provider will be responsible for and will arrange to pay all other Taxes relating to the Services including Taxes based on its own capital, net income, employment taxes of its own employees and for taxes on any property it owns. The Service Provider will (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other Taxes imposed on the Service Provider as a result of this Agreement that the Province has paid or reimbursed to the Service Provider or agreed to pay or reimburse to the Service Provider under this Agreement, and (b) immediately on receiving, or being credited with, any amount applied for under clause (a), remit that amount to the Province.

### 12.5 Right of Set-Off.

Any amounts owed to the Province:

- (a) by the Service Provider under this Agreement or otherwise in respect of the Services, including Service Level Credits, but excluding any amounts under Dispute; and
- (b) by the Service Provider under any other agreement entered into now or in the future between the Service Provider and the Province that is not related to this Agreement, but excluding amounts in dispute thereunder in accordance with its terms,

may be set-off by the Province against Fees and other charges payable by the Province to the Service Provider under this Agreement, or may be deducted from any sum due or which at any time may become due to the Service Provider under this Agreement. To the extent that there are any amounts owing by the Service Provider to the Province upon the Termination of this Agreement, whether by credits or otherwise, and there are no further Fees to set-off such amounts, then the Service Provider will pay such amounts directly to the Province.

## 12.6 Disputed Payments.

Notwithstanding the payment of any Fees, the Province may dispute any amounts contained in an invoice within ninety (90) days of receipt of the invoice from the Service Provider. Notwithstanding the foregoing, if any overpayments by the Province should later be discovered as a result of an audit or investigation under Article 18 (*Audit Rights*) or otherwise, then the Province will be entitled to recover the amount of such overpayments by way of a Dispute, notwithstanding the fact that such overpayments are discovered after the expiry of such ninety (90) day period. In addition, the Province may withhold payment of a particular portion of Fees that the Province reasonably Disputes, subject to the following conditions:

- (a) any amount so withheld will not exceed the amount alleged to be in error or not properly invoiced or payable, or for which no Services were performed;
- (b) the Province provides to the Service Provider concurrently with the withholding of the disputed Fees, a detailed explanation of the basis of the Dispute; and
- (c) the Parties will promptly settle the Dispute regarding such amount in accordance with the Dispute Resolution Process set forth in Article 23 (*Dispute Resolution*).

Any interest accrued on any amount owed to or overpaid by the Province will be apportioned in the same manner as in the resolution of such disputed Fees. Any payment disputes will not affect the Service Provider's obligation to provide the Services under this Agreement at the agreed Service Levels or in accordance with any other of the Service Provider's obligations under this Agreement.

## 12.7 Most Favoured Pricing

With respect to Services As Needed and Potential Future Scope Services the Service Provider hereby represents, warrants and covenants that all Fees and other amounts charged to or payable by the Province (including changes to the Fees resulting from a Change Order) will be at least as low as those charged for similar services provided by the Service Provider or any affiliate thereof to any of its other customers in British Columbia as calculated at the time such Fees or other amounts are initially determined, referred to as "**MFC Pricing**". The MFC Pricing comparison will take into account the nature of the services, the quantity, service levels and overall context of the services agreements.

# ARTICLE 13 – PRIVACY, SECURITY AND CONFIDENTIALITY

## 13.1 Personal Information Protection and Security Obligations.

The Service Provider will at all times, and will ensure that its Personnel, and to the extent applicable in accordance with the provisions of **Schedule 13** (*Personal Information Protection and Security Obligations*) its Subcontractors and External Personnel, comply with the obligations and requirements set forth in **Schedule 13** (*Personal Information Protection and Security Obligations*), as such are amended from time to time in accordance with this Agreement (the "**Personal Information Protection and Security Obligations**").

## 13.2 Foreign Disclosures.

The Service Provider will immediately inform the Province if the Service Provider receives a Disclosure Order. Upon receipt of a Disclosure Order, the Service Provider will not disclose any Personal Information in response thereto and the Service Provider will at all times act in accordance with the terms

and conditions of this Agreement including, without limitation, the Personal Information Protection and Security Obligations. Any breach of this Section will be a Material Breach under this Agreement. The Service Provider will flow through the requirements of this Section to any Access Subcontractors, to apply to the Access Subcontractors, *mutatis mutandis*.

### 13.3 Corporate Structure and Corporate Chart.

As of the date of this Agreement, and as at the Service Commencement Date, the corporate organizational chart, indicating all shareholdings to the ultimate indirect shareholder (other than the shareholdings of a public company listed on a recognized stock exchange) of the Service Provider ("**Corporate Structure**"), is as set forth in **Schedule 14 (Corporate Chart)**. Throughout the Term, the Service Provider will provide the Province with an updated Corporate Structure from time to time forthwith upon any changes being made thereto; provided that the requirements of this provision will in no way provide the Service Provider with any relief from, or be deemed to be a waiver of, the provisions of Section 27.2 (*Assignment by Service Provider*). Unless agreed otherwise by the Province in writing, for so long as the Service Provider has, or could have, disclosure or use of, or access to any Personal Information in connection with the performance of the Services under this Agreement, the Service Provider will be and remain a Canadian Entity, and any failure of the Service Provider to be and remain a Canadian Entity will be deemed to be a Material Breach under Section 24.1 (*Service Provider Material Breach*), and will give rise to the right of the Province to terminate this Agreement pursuant to Section 24.2 (*Remedies of the Province*).

### 13.4 Canadian Entities

Throughout the Term, the Service Provider will ensure that the Access Subcontractors who are not individuals are corporations, partnerships, limited partnerships, or other similar entities that are incorporated or created under the laws of Canada or under the laws of any province of Canada (each a "**Canadian Entity**"), and that the Access Subcontractors who are individuals are not Foreign Employed Individuals. Unless agreed otherwise by the Province, and for so long as any Access Subcontractor has or could have any access to, or use or disclosure of, any Personal Information in connection with the performance of the Services under this Agreement, the Service Provider will ensure that:

- (a) in the case of an Access Subcontractor who is an individual, the Access Subcontractor is not, and will not become, a Foreign Employed Individual; and
- (b) in all other cases, each Access Subcontractor is and remains a Canadian Entity, unless otherwise Approved by the Province.

### 13.5 Acknowledgement.

The Service Provider acknowledges that in the performance of the Services, the Service Provider may, and the Access Subcontractors will, be given access to and Custody of highly confidential and sensitive information, including Province Confidential Information, and that the confidentiality, privacy and security of such information, and in particular the Personal Information, is of paramount importance to the Province.

### 13.6 Safeguarding Confidential Information.

Each of the Parties acknowledges and agrees that all Confidential Information of the other Party, whether received or created before or after the Effective Date, will be received in the strictest confidence and will be held and used only in accordance with and subject to the terms of this Agreement. A Party receiving

the Confidential Information of the other Party will retain such information in confidence and will treat such information in accordance with the terms of this Agreement (including the Personal Information Protection and Security Obligations), and with a degree of care no less than the degree of care that the receiving Party employs for the protection of its own Confidential Information of a similar nature; provided that in any event the Service Provider will use a degree of care to protect such Confidential Information that is appropriate to nature of the information and is in accordance with prudent industry practice in Canada. Without limiting the generality of the foregoing, and subject to the Change Order Process, the Service Provider further agrees to comply with such confidentiality, privacy and security Directives as issued by the Province from time to time.

### 13.7 Permitted Disclosure and Use of Confidential Information.

Subject to the Personal Information Protection and Security Obligations and Section 13.2 (*Foreign Disclosures*), a Party may use or disclose relevant aspects of the other Party's Confidential Information:

- (a) only to the extent necessary to perform its obligations and exercise its rights under this Agreement;
- (b) only to its Personnel, Subcontractors and External Personnel (and in the case of the Province, its employees, contractors, professional advisors and agents) to the extent that such disclosure and use thereof is necessary for the performance of the receiving Party's rights or obligations under this Agreement, and provided that such Persons have an actual need to know such information and have signed non-disclosure agreements as required by this Agreement (to the extent applicable), it being agreed between the Parties that the provisions of this paragraph will in no way restrict or otherwise limit either Party from disclosing the Confidential Information of the other Party, to the extent necessary, to the receiving Party's legal advisors in the course of obtaining legal advice in connection with this Agreement, provided that the solicitor client privilege with respect thereto is not waived by the receiving Party in respect of such disclosure; and
- (c) in the case of a disclosure of the Service Provider's Confidential Information by the Province, for purposes of undertaking any procurement or related process in connection with the selection of an Alternate Service Provider, provided that:
  - (i) such disclosure does not include any of the Service Provider's costing or other internal financial information,
  - (ii) any third parties to whom such disclosure is made first execute and deliver to the Province a Non-Disclosure Agreement and the Province provides such executed Non-Disclosure Agreement to the Service Provider, and
  - (iii) such disclosure will be restricted to the Service Provider Confidential Information necessary to enable such parties to participate in such procurement or related process.

### 13.8 Province Permitted Disclosure.

Notwithstanding the provisions of this Article 13 (*Privacy, Security and Confidentiality*), the Province may disclose the Service Provider Confidential Information as may be required by the provisions of any Applicable Laws, including the *Freedom of Information and Protection of Privacy Act* (British Columbia), as contemplated in Section 13.10 (*Disclosure Compelled by Law*) and as required by the

Province in order to prevent any actual or reasonably anticipated disclosure of Personal Information. For purposes thereof, the Service Provider acknowledges that the Non-Disclosure Agreements referred to in Section 13.7 (*Permitted Disclosure and Use of Confidential Information*) will be subject to the requirements and obligations of that Act.

### 13.9 Exceptions to Obligation of Confidentiality.

Subject to the Personal Information Protection and Security Obligations and Section 13.2 (*Foreign Disclosures*), the obligations of confidentiality contained in this Article 13 (*Privacy, Security and Confidentiality*) will not apply to any Confidential Information of the other Party to the extent that the receiving Party can reasonably demonstrate that such Confidential Information:

- (a) was, at the time of disclosure to the receiving Party, in the public domain;
- (b) after disclosure to the receiving Party, is published or otherwise becomes part of the public domain through no fault of the receiving Party, and where the receiving Party is the Service Provider, through no fault of the Service Provider's Affiliates or Subcontractors;
- (c) was in the possession of the receiving Party at the time of disclosure to the receiving Party, and was not the subject of a pre-existing confidentiality obligation;
- (d) was disclosed independently to the receiving Party by a third party who, insofar as the receiving Party was aware, was not subject to any confidentiality obligations in respect thereof, and in any event, provided that such information was not of a nature that had it been the Confidential Information of the receiving Party, the receiving Party would have required that it be kept confidential;
- (e) was independently developed by the receiving Party without the use of any Confidential Information of the other Party;
- (f) is disclosed with the prior Approval of the other Party, but only to the extent Approved by the other Party;
- (g) is Service Provider Confidential Information and such information is required to be disclosed by the Province under the *Freedom of Information and Protection of Privacy Act* (British Columbia); or
- (h) is Service Provider Confidential Information and such information is required to be disclosed by the Province in order to comply with Province Policies.

### 13.10 Disclosure Compelled by Law.

Subject to the Personal Information Protection and Security Obligations and Section 13.2 (*Foreign Disclosures*), a Party will not be considered to have breached its confidentiality obligations under this Article 13 (*Privacy, Security and Confidentiality*) for disclosing any Confidential Information of the other Party to the extent that such disclosure is required to satisfy any Applicable Laws and, subject to Section 13.11 (*Disclosure of Personal Information*), expressly excludes Personal Information, provided that the Party required to make such disclosure (the "**Compelled Party**"):

- (a) promptly upon receiving any such request and within a reasonable time prior to disclosure (if possible), notifies the other Party of the terms and circumstances of the requested disclosure;
- (b) consults with the other Party regarding the nature and scope of such request and the response or other position that the Compelled Party intends to take with respect to such request;
- (c) does not obstruct or interfere with, and to the extent practical, permits the other Party to obtain, a protective order or other remedy to prevent, object to, enjoin, narrow the scope of, or otherwise contest the requested disclosure;
- (d) if the other Party is unable to obtain a protective order or other similar remedy within a time period that is appropriate in the circumstances, then the Compelled Party will only disclose such of the Confidential Information that it is legally obligated to disclose; and
- (e) makes and reasonably pursues a request, that is reasonable and customary in the circumstances, to the applicable Governmental Authority, for confidential treatment of the information to be disclosed pursuant to such Applicable Laws.

#### 13.11 Disclosure of Personal Information.

In respect of the Personal Information that constitutes Province Confidential Information, the Service Provider will not disclose to any Person or allow any Person to access or use, and will ensure that none of the Personnel, Subcontractors, or External Personnel disclose to any Person or allow any Person to access or use, the Personal Information, except:

- (a) if, and in the manner expressly permitted pursuant to, the Personal Information Protection and Security Obligations or to the provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (b) as expressly Approved by the Province; or
- (c) pursuant to an order of a Canadian court of competent jurisdiction in accordance with Section 13.12 (*Court Order Disclosure*).

#### 13.12 Court Order Disclosure.

If the Service Provider is required, in order to satisfy any Applicable Laws, to disclose to any Person or to allow any Person to have access to any Personal Information other than as permitted in Subsections 13.11(a) to (b) (*Disclosure of Personal Information*), then the Service Provider will not disclose or allow access to the same unless and until the Service Provider:

- (a) has provided the Province with written notice of such requirement;
- (b) the Service Provider and the Province (at the Province's option) have appeared before a Canadian court having competent jurisdiction; and
- (c) such Canadian court has ordered that the Service Provider disclose or allow access to the Personal Information.



### 13.13 Notification of Unauthorized Use of Confidential Information.

Each Party will:

- (a) promptly notify the other Party of any unauthorized possession, use, access or disclosure, or attempt to effect the same, of the other Party's Confidential Information by any Person that may become known to such Party;
- (b) promptly furnish the other Party with details of such unauthorized possession, use, access or disclosure, or attempt to effect the same, and assist the other Party in investigating or preventing the recurrence of any unauthorized possession, use, access or disclosure, or attempt to effect the same, of the other Party's Confidential Information;
- (c) cooperate with the other Party in any litigation and investigation against third parties deemed necessary by the other Party to protect its Confidential Information, to the extent such litigation or investigation is related to this Agreement; and
- (d) promptly use best efforts to prevent a recurrence of any such unauthorized possession, use, access or disclosure the other Party's Confidential Information.

The Service Provider will reimburse any direct expenses incurred by the Province as a result of compliance by the Province with this Section.

### 13.14 Breach of Confidentiality.

In the event of a breach of this Article 13 (*Privacy, Security and Confidentiality*), and to the extent available pursuant to Applicable Laws (including, without limitation, the *Crown Proceeding Act* (British Columbia)), the non-defaulting Party will be entitled to preliminary and permanent injunctive relief, as well as an equitable accounting of all profits and benefits arising out of such breach, which remedy will be in addition to any other rights or remedies to which the Party may be entitled under this Agreement or otherwise under any Applicable Laws.

### 13.15 No Rights to Confidential Information.

Nothing contained in this Article 13 (*Privacy, Security and Confidentiality*) will be construed as obligating a Party to disclose its Confidential Information to the other Party, or is granting or conferring on a Party, expressly or implied, any right, title or interest or any licence in or to the Confidential Information of the other Party.

### 13.16 Ownership of Province Confidential Information

The Province Confidential Information is and will remain the property of the Province. Subject to applicable security procedures and System availability, the Province will have complete and unrestricted Control and access at all times of and to the Province Confidential Information and, as part of the Services, the Service Provider will provide access thereto as may be requested by the Province from time to time, including such access as will enable the Province to make complete copies of all Province Confidential Information. Control of the Province Confidential Information is vested solely in the Province and nothing in this Agreement will in any way be construed to grant Control of the Province Confidential Information to the Service Provider or any other Person. The Service Provider will at all times adhere to the directions of the Province with respect to Province Confidential Information. On the Province's request, at any time during the Term or upon any Termination, the Service Provider will

promptly return to the Province, in the format and on the media requested by the Province, all or any part of the Province Confidential Information, and erase or destroy all or any part of the Province Confidential Information in the Service Provider's or in any Service Provider Group member's possession, or in each case to the extent so requested by the Province.

## ARTICLE 14– SERVICE CONTINUITY

### 14.1 General.

As part of the Services, the Service Provider will:

- (a) prior to the Service Commencement Date, review the Province's existing Service Continuity Plan for the Services and update such plan as may be reasonably determined necessary by the Service Provider, and Approved by the Province;
- (b) ensure that the Service Continuity Plan at all times expressly address all Force Majeure Events and Labour Disruptions;
- (c) from and after the Service Commencement Date, assume all responsibility for the establishment and maintenance (including all related management, training, planning, plans, work products and deliverables) of the Service Continuity Plan for the Services, having regard to the roles and responsibilities of the Parties as set forth in Section 14.2 (*Roles and Responsibilities*);
- (d) be responsible for all costs in respect of any updates to the Service Continuity Plan, unless specifically agreed otherwise by the Parties under the terms of this Agreement.

For greater clarification, the updated Service Continuity Plan Approved by the Province as contemplated in paragraph (a) above will be implemented and maintained by the Service Provider for the Term of this Agreement, subject to further amendments by the Service Provider in accordance with the terms of this Article 14 (*Service Continuity*), and will thereafter be, and be deemed to be, the Service Continuity Plan for purposes of this Agreement.

### 14.2 Roles and Responsibilities.

The roles and responsibilities of the Parties in respect of the Service Continuity Plan and the Disaster Recovery Plan for the Services will be as set forth in this Article 14 (*Service Continuity*) including, without limitation, the following:

- (a) the roles and responsibilities of the Province are as follows:
  - (i) to lead the Ministry's service continuity planning,
  - (ii) to provide standards and templates to the Service Provider if and to the extent that the Province requires that the Service Provider use or follow the same,
  - (iii) at the request of the Service Provider, to provide clarification regarding the interpretation or application of applicable Province Policy,
  - (iv) at the option of the Province, to participate in and review any test activities of the Service Continuity Plan for the Services,

- (v) to review the Service Continuity Plan for the Services from time to time to ensure that they comply with and otherwise conform to applicable Province Policy (including any applicable Ministry policy) and the requirements of this Agreement, and to the extent that the Province determines, in its sole discretion, that the Service Continuity Plan does not so comply, then upon receipt of written notice thereof from the Province the Service Provider will forthwith update and amend the Service Continuity Plan to the extent required for the Service Continuity Plan to be fully compliant with the applicable Province Policy (including any applicable Ministry policy) and the requirements of this Agreement,
  - (vi) to communicate with Province Customers regarding the integration and co-ordination of the Service Provider's Service Continuity Plan for the Services with those of the Province Customers, and
  - (vii) to establish applicable Recovery Time Objectives in respect of the Service Continuity Plan for the Services, in consultation with the Service Provider through the Governance Process; and
- (b) the roles and responsibilities of the Service Provider are as follows:
- (i) to comply with applicable Province Policy (and any applicable Ministry policy), and the terms of this Agreement, relating to service continuity and disaster recovery, and upon receipt of a written notice from the Province that the Service Continuity Plan does not so comply with the same, to forthwith update and amend the Service Continuity Plan to the extent required for the Service Continuity Plan to be fully compliant with the applicable Province Policy (including any applicable Ministry policy) and the requirements of this Agreement,
  - (ii) to provide service continuity and disaster recovery services to the Province and to take responsibility for the Service Continuity Plan in respect of the Services, in accordance with the provisions of this Article 14 (*Service Continuity*),
  - (iii) to ensure that its Subcontractors are able to meet the requirements of the Service Continuity Plan for the Services to the extent applicable to them,
  - (iv) to provide the Province with information and cooperation (and participation) in respect of the Service Continuity Plan for the Services as may be requested by the Province from time to time,
  - (v) to notify the Province (through the Information and Technology Management Branch) in the event of the declaration of a Disaster and the resulting requirement to activate a Service Continuity Plan for the Services, and
  - (vi) to ensure the effectiveness, preparedness and ability of the Service Provider to execute the Service Continuity Plan for the Services.

#### 14.3 Service Provider Representative.

The Service Provider will designate a “Service Continuity Representative”, who may be identified as a Key Position, to be responsible for:

- (a) the upkeep, testing and implementation of the Service Continuity Plan for the Services; and
- (b) acting as the liaison with the Province to ensure the integration of the Service Provider’s Service Continuity Plan for the Services with those of the Province and Province Customers (to the extent applicable).

The Service Provider will also designate an alternate representative (or representatives), who need not be a Key Position, to act as the “Service Continuity Representative” if the original designated representative is unavailable for any reason.

#### 14.4 Plan Management and Annual Reviews.

From and after the Service Commencement Date, the Service Provider will be responsible for managing the continuity of the Services, in accordance with the service continuity and disaster recovery Province Policies, and pursuant to the Service Continuity Plan for the Services. The management of the Service Continuity Plan will include, without limitation, the following:

- (a) the performance in each Contract Year of business impact assessments in respect of the Services;
- (b) the performance in each Contract Year of strategic risk assessments in respect of the Services;
- (c) the development of risk mitigation and service continuity and disaster recovery treatments in respect of the Services;
- (d) to the extent applicable, the development of a Service Continuity Plan specifically for any essential Services as may be so notified by the Province to the Service Provider from time to time; and
- (e) a review and update the Service Continuity Plan for the Services at least once per Contract Year.

Any changes to the Service Continuity Plan for the Services may be submitted by either Party to the other in accordance with the Governance Process, or through the Change Order Process, as applicable. For greater clarification, the Province will have the right to review any changes to the Service Continuity Plan for the Services to ensure compliance with Province Policy (and any applicable Ministry policy), and the terms of this Agreement, prior to implementation thereof.

#### 14.5 Recovery Time Objectives.

The Recovery Time Objectives for the Services will be reviewed, confirmed and Approved by the Parties through the Governance Process within six (6) months after the Service Commencement Date. Thereafter, and in each Contract Year, the Parties will review the Recovery Time Objectives, and will

mutually agree on any revisions to the Recovery Time Objectives through the Governance Process, or will otherwise amend the Recovery Time Objectives through the Change Order Process, as applicable.

#### 14.6 Testing of Service Continuity Plan.

The testing of the Service Continuity Plan for the Services will be performed by the Service Provider in accordance with applicable Province Policy in respect thereof. The testing will consist of process walkthrough and awareness testing (as opposed to full production testing), except as specifically provided otherwise below. Such testing will include the following (to the extent consistent with the foregoing and as may be applicable to the Service Provider):

- (a) the Service Provider will complete a test of the Service Continuity Plan for the Services within such period following the Service Commencement Date as determined by the Parties in writing;
- (b) the Service Provider will test the Service Continuity Plan for the Services with such frequency following the initial test described in paragraph (a) above as determined by the Parties in writing;
- (c) the testing will include fail-over testing from the Service Provider's production facility to its back-up site;
- (d) the Service Provider may carry out the fail-over tests at such times and in such manner (including a single complete test or successive partial tests) as the Service Provider deems appropriate;
- (e) the Service Provider will conduct the testing in a manner that causes minimal disruption to the ongoing operations of the Services, and in full consultation with the Province;
- (f) the Service Provider will complete a test of the Service Continuity Plan for the Services within such period, as determined by the Parties in writing, of implementing any material change in respect of the Services (including, without limitation, any material change in the technology, processes, facilities, infrastructure, Systems or Recovery Time Objectives), for purposes of determining the impact of such material changes to the Services and the effectiveness of the Service Continuity Plan in respect thereof;
- (g) the Province will have the right to participate in any testing of the Service Continuity Plan for the Services as an observer in the testing process and to review any results of such testing;
- (h) within thirty (30) days of any testing conducted by the Service Provider in respect of the Service Continuity Plan for the Services, the Service Provider will prepare and submit to the Province, through the Governance Process, a report detailing the results of such testing and listing any deficiencies in respect thereof, together with the Service Provider's proposed action plan and assigned responsibilities and timelines that will be undertaken by the Service Provider to address such deficiencies, and the Service provide will forthwith take all such steps and to all such things as may be necessary to carry-out and implement such action plan.

#### 14.7 Actual Disaster.

In the event of a Disaster, or either Party's anticipation of a Disaster, the following provisions will apply:

- (a) if the Service Provider is prevented from, or delayed in, performing any of its obligations under this Agreement as a result of the Disaster, or anticipates that it will be so prevented or delayed, then the Service Provider will promptly notify the Province thereof, and will provide the Province with a follow-up written notice within two (2) Business Days of the Service Provider becoming aware of the potential disruption, non-performance or delay, the particulars thereof including details of the nature of the event causing the same, its expected duration and the obligations under this Agreement that will be affected as a result;
- (b) the Service Provider will continue to provide detailed reports to the Province with respect to such disruption, non-performance or delay, on a timely basis during the continuance thereof;
- (c) the Service Provider will restore all Services in accordance with the Service Continuity Plan for the Services (including the redeployment or reassignment of other available personnel to assist with the implementation of the Service Continuity Plan), having regard to the nature and extent of the Disaster and its impact on the Services, the Province, the Province Customers and other customers of the Services;
- (d) to the extent that the Disaster is not addressed or not fully addressed in the Service Continuity Plan for the Services, the Service Provider will use its best efforts to restore the Services;
- (e) within thirty (30) days of the recovery of the Services as a result of the implementation of the Service Continuity Plan for the Services, the Service Provider will provide the Province with a written report detailing the root cause of the disruption, the steps taken by the Service Provider in respect thereof, and any recommendations that the Service Provider may have with respect to improving the Service Continuity Plan for the Services (including the responsibilities and timelines referred to therein);
- (f) subject to the provisions of Article 26 (*Force Majeure and Labour Disruption*), if contrary to the Recovery Time Objectives, or as a result of the negligence of the Service Provider, the Service Provider does not materially restore the Services in accordance with the Service Continuity Plan for the Services, then the Province will be entitled to procure such services from another service provider (to the extent possible), and may off-set the costs thereof against the Fees payable to the Service Provider;
- (g) notwithstanding the foregoing, the Province will retain the right to audit, sign-off and confirm the full recovery of the delivery of the Services following the implementation of the Service Continuity Plan for the Services; and
- (h) there will be no Service Level Credits assessed or otherwise applied by the Province against the Service Provider during the continuance of the Disaster and until full recovery of the delivery of the Services pursuant to the Service Continuity Plan, provided that the Service Provider complies, in all material respects, with its obligations under the provisions of this Article 14 (*Service Continuity*).

## ARTICLE 15 – TECHNOLOGY, ARCHITECTURE AND IMPROVEMENTS

### 15.1 Technology Improvements and Currency.

The Service Provider will provide the Services by maintaining the supporting technologies at an appropriate level of currency and in a manner that will support the Parties' efforts to achieve the objectives set forth in Section 1.12 (*Objectives of the Parties*), and to comply with the Service Levels and the Personal Information Protection and Security Obligations. Except as specifically, provided otherwise in this Agreement, the Service Provider will determine the appropriate levels of technology currency, and throughout the Term will identify and implement technology improvements, all with the Approval of the Province, and in accordance with the applicable provisions of this Agreement. Except where the Province agrees in writing that such implementations are not necessary, the Service Provider will report to the Province at the end of each quarter throughout the Term, demonstrating its actions taken to meet its obligations relating to improvements in technology set forth in this Section 15.1 (*Technology Improvements and Currency*). In addition, the Service Provider will report to the Province at the end of each Contract Year throughout the Term, setting forth the actions or steps that the Service Provider has taken to meet its obligations relating to improvements in technology as set forth in this Section.

### 15.2 Material Technology Change.

Before making any material changes to the Suppliers of technology to be used by the Service Provider in performing the Services, the Service Provider will consult with the Province in respect thereof through the Governance Process, and will obtain the Approval of the Province to any such change, unless the requirement to obtain such Approval is waived in writing by the Province on a case by case basis.

### 15.3 Technology Presentations.

At the Province's request and cost, the Service Provider will facilitate the attendance of the Province personnel at any presentation offered to the Service Provider by any technology vendor whose software, equipment or materials are used, or are being considered by the Service Provider for use, directly or indirectly in a material manner in the provision of Services, except in the event that the Service Provider cannot obtain the consent of such technology vendor.

### 15.4 System Contaminants.

The Service Provider will take commercially reasonable efforts to ensure that all Systems provided or used by it, or by its Subcontractors or Suppliers, to provide the Services do not and will not contain any virus, Trojan horse, worm, backdoor, shutdown mechanism or similar software, code or program which is intended to, is likely to or has the effect of disabling, denying authorized access to, damaging or destroying, corrupting or affecting the provision of the Services or the normal use of any of the Service Provider's or the Province's Systems, networks or software, or any data on or used in conjunction therewith (each a "**Contaminant**"). The Service Provider will not insert, or knowingly permit any third party to insert, a Contaminant into any of the Systems used to provide the Services. In the event the Service Provider becomes aware of the existence of a Contaminant, it will notify the Province thereof and will remove the Contaminant in a prompt and co-ordinated manner so as to minimise the spread and impact of such Contaminant.

### 15.5 System Protection Features.

To the extent that any Software developed or created by the Service Provider for use in connection with the Services, or accessed by or delivered to the Province by the Service Provider, contains protection

features designed to prevent copying or the use of such Software or other unauthorized access, to disable or erase Software or data, to shut down all or any portion of the Services or to perform other like actions, the Service Provider will provide the Province with the necessary key, password or other means such that the Province will have continued access and use of such Software without technical limits of any kind.

## ARTICLE 16 – INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

### 16.1 Ownership of Assets

Except as expressly provided in this Agreement, the Province shall be and remain the exclusive owner of all rights, title and interest in and to all assets and property which the Province makes available or grants access to the Service Provider from time to time. Except as expressly agreed by the Parties, there are no assets or property which the Province is required to make available or grant access to the Service Provider under this Agreement or otherwise in connection with the Services.

### 16.2 Ownership of Province Intellectual Property

The Province shall be and remain the exclusive owner of all rights, title and interest in and to Province Intellectual Property (including where the same has been incorporated into a product or service that is otherwise Service Provider Intellectual Property). Except as expressly provided by this Agreement, nothing in this Agreement or in the relationship of the Parties shall confer any right or license in or upon the Service Provider in respect of the Province Confidential Information or Province Intellectual Property.

### 16.3 License to Service Provider

The Province will grant, or arrange to have granted, to the Service Provider during the Term a limited, non-exclusive right to use the Province Intellectual Property and the Province Confidential Information, to the extent reasonably required by the Service Provider, solely as reasonably required to provide the Services subject to any restrictions, license terms, or policies reasonably required by the Province. The foregoing license rights shall terminate upon expiry or termination of the Term, subject to specific rights required with respect to the Termination Services. The foregoing rights are granted on an “as is” basis without warranties or conditions of any kind, whether oral or written or express or implied, and the Province specifically disclaims any implied warranties or conditions of merchantability, satisfactory quality, non-infringement and fitness for a particular purpose.

### 16.4 Province's Use of SP Intellectual Property - During the Term.

Subject to this Agreement, the Province and the Province Customers shall have the non-exclusive right during the Term, without cost or charge except as provided in **Schedule 12 (Fees)**, to Use the SP Intellectual Property to the extent necessary for the Province to receive and enjoy the benefits of the Services or to perform its obligations under this Agreement. The foregoing does not give the Province the right, and the Province is not authorized, to permit or authorize any other Person to Use any SP Intellectual Property (other than with respect to contractors and employees of Province who require the access and Use of the SP Intellectual Property for purposes of the license granted to the Province pursuant to this Section 16.4 (*Province's Use of SP Intellectual Property - During the Term*)).

### 16.5 SP Intellectual Property – Continuity

If for any reason any part of the SP Intellectual Property becomes unavailable for Use by the Service Provider or the Province, or the Service Provider has not entered into a separate license agreement with Third Party Software Vendors, or otherwise (“**Restricted Software**”), then:



- (a) the Service Provider will immediately notify the Province, in writing, if any part of the SP Intellectual Property has become unavailable, and the Service Provider will include the reasons for such unavailability of the Restricted Software;
- (b) the Service Provider will promptly replace the Restricted Software with replacement Software that provides the same functionality and performance as the Restricted Software and which will inter-operate within the Services provided by the Service Provider without any degradation of the Services or any adverse effect thereon and which the Province may Use in accordance with Section 16.4 (*Province's Use of SP Intellectual Property - During the Term*) as applicable (the “**Replacement SP Software**”). Any Replacement SP Software must be Approved by the Province, in writing. The Province will have the right to continue to Use the Restricted Software in accordance with Section 16.4 (*Province's Use of SP Intellectual Property - During the Term*), until the Service Provider has successfully implemented the Replacement SP Software; and
- (c) the Service Provider will defend, indemnify and save harmless, to the fullest extent permitted by law, the Province Indemnified Parties from and against any and all Claims suffered or incurred by them arising as a result of, or in connection with, the Use by the Province or any Person authorized to Use the SP Intellectual Property, the Restricted Software, the Replacement SP Software or otherwise to receive the Services under this Agreement.

#### 16.6 Ownership of SP Intellectual Property

The Service Provider shall be and remain the exclusive owner of all rights, title and interest in and to the SP Intellectual Property (including where the same has been incorporated into a product or service that is required to provide Services). Except as expressly provided by this Agreement, nothing in the Agreement or in the relationship of the Parties shall confer any right or license in or upon the Province in respect to the Service Provider Confidential Information or SP Intellectual Property.

#### 16.7 Aspen IP Terms.

- (a) Subject to Section 16.7(b) the Parties will comply with the terms and conditions set forth in Schedule 25 (*Aspen IP Terms*).
- (b) Nothing in Schedule 25 (*Aspen IP Terms*) in any way amends, limits, restricts or otherwise affects the Service Provider’s responsibilities and obligations under this Agreement (including, for greater certainty, any other Schedules to this Agreement). The Service Provider expressly acknowledges that nothing in Section 5 of Schedule 25 (*Aspen IP Terms*) affects the Service Provider’s obligations to provide the Services in compliance with the Service Levels.

### ARTICLE 17 – PROVINCE SHARED INFRASTRUCTURE

#### 17.1 Ownership and Control of Province Shared Infrastructure.

The Parties acknowledge that the Service Provider requires access to and use of the Province Shared Infrastructure during all or a portion of the Term to support the delivery and performance of the Services as contemplated in this Agreement. In connection therewith, the Service Provider acknowledges that:

- (a) the Province Shared Infrastructure will at all times be owned, operated and maintained by the Province or on behalf of the Province by third party Persons;
- (b) the Service Provider has no ownership or other interest in the Province Shared Infrastructure other than the rights of access to, and use of, the Province Shared Infrastructure granted to the Service Provider under this Article 17 (*Province Shared Infrastructure*) for purposes of delivering and performing the Services in accordance with this Agreement; and
- (c) subject to the rights of the Service Provider specifically set out in this Article 17 (*Province Shared Infrastructure*) and otherwise in this Agreement, the Province will have control of, access to and use of the Province Shared Infrastructure, and the sole control of the operation and maintenance of the Province Shared Infrastructure including changes, modifications and upgrades thereto, without requirement for consent of or Approval from the Service Provider.

#### 17.2 Use of Province Shared Infrastructure.

The Province will make available to the Service Provider such access to and use of the Province Shared Infrastructure as is required by the Service Provider to deliver and perform the Services in accordance with this Agreement. Such access and use will be available for the period commencing on the Service Commencement Date (or commencing on such other date as may be agreed to by the Parties during the Term if access to the Province Shared Infrastructure is not required on the Service Commencement Date), to and including the end of the Termination Date, or such shorter period of use as may be required by the Service Provider (the “**Shared Infrastructure Use Period**”), and without any additional fee or payment from the Service Provider to the Province unless specifically provided otherwise in this Agreement, or through the Change Order Process.

#### 17.3 Restrictions on Access and Use.

The right of the Service Provider to access and use the Province Shared Infrastructure will be subject to the following:

- (a) the Service Provider will be given access to and the use of the Province Shared Infrastructure only during the normal hours of operation of the Province Shared Infrastructure during which the same is generally made available to other users thereof. The Province may change and modify such hours of operation from time to time in its discretion, and upon reasonable prior written notice to the Service Provider, provided that:
  - (i) the Province Shared Infrastructure will be available for use for a reasonable number of hours during each Business Day (and such non-Business Days where the Province Shared Infrastructure is ordinarily made available to its users) and at reasonable hours as may be required to support the delivery and performance of the Services,
  - (ii) any change or modification of the hours of operation will apply generally to users of the Province Shared Infrastructure and not only or principally to the Service Provider,

- (iii) the Service Provider will not be liable for any breach of or failure to perform its obligations under this Agreement, including any failure to meet the Service Levels, to the extent that such breach or failure to perform is attributable to such change or modification of the hours of operation of the Province Shared Infrastructure, and
  - (iv) any decrease in the hours of availability of the Province Shared Infrastructure to the Service Provider (except as may be specifically contemplated as part of the Services under this Agreement) will be made through the Change Order Process;
- (b) in exercising its right of access to or use of the Province Shared Infrastructure, the Service Provider will:
  - (i) not alter, change, damage or remove any furniture, fixtures, equipment, data, information or other matter located at or comprising part of the Province Shared Infrastructure, except with the Approval of the Province, or as specifically contemplated in this Agreement or resulting from the Services provided under this Agreement, and
  - (ii) following each exercise of access to or use of the Province Shared Infrastructure, leave the Province Shared Infrastructure in substantially the same condition as existed prior to access to or use of the Province Shared Infrastructure by the Service Provider;
- (c) the Service Provider will cause all Personnel of the Service Provider or External Personnel used by the Service Provider, in accessing or using the Province Shared Infrastructure, to:
  - (i) comply with all policies, rules and regulations that the Province may adopt from time to time in respect of the Province Shared Infrastructure, provided that the Province gives the Service Provider prior written notice thereof, and
  - (ii) at all times and in all circumstances to identify themselves as employees, agents, contractors or representatives of the Service Provider, as applicable, and not as employees, agents, contractors or representatives of the Province;
- (d) the Service Provider will access and use the Province Shared Infrastructure only for the purpose of delivering and performing the Services under this Agreement, and for no additional, ancillary or other purpose unless specifically authorized in writing by the Province;
- (e) the Service Provider will advise the Province of any intended reduction in use of the Province Shared Infrastructure as soon as the Service Provider is reasonably aware of the same, including any determination by the Service Provider to discontinue all or partial use of the Province Shared Infrastructure, provided that in no event is the Service Provider required to provide more than twelve months' notice of any intended reduction;
- (f) to the extent that the Service Provider has any reason to believe that its use of the Province Shared Infrastructure will adversely affect the general operation of the Province Shared Infrastructure (including, without limitation, due to volume or usages changes), then the Service Provider will immediately advise the Province of the same

and take all steps as directed by the Province to ensure that any adverse impact on the Province Shared Infrastructure is minimized or eliminated (recognizing that the Province uses the Province Shared Infrastructure to deliver a number of critical services within the Province, and accordingly, the minimization or elimination of any such adverse impact is paramount); and

- (g) nothing in this Article 17 (*Province Shared Infrastructure*) entitles the Service Provider to require the Province to change, modify or upgrade the Province Shared Infrastructure.

#### 17.4 Ordinary Course Changes to Province Shared Infrastructure.

The Province, in its sole discretion and from time to time, may make non-material changes, modifications, additions or upgrades to the Province Shared Infrastructure or discontinue use of any non-material portion of the Province Shared Infrastructure in the ordinary course of operations (collectively, “**Ordinary Infrastructure Changes**”), without requirement for the consent of the Service Provider and without prior notice to the Service Provider; provided that the Ordinary Infrastructure Changes do not materially affect or impact the access to and use of the Province Shared Infrastructure by the Service Provider for the delivery and performance of the Services in accordance with this Agreement. If as a result of any Ordinary Infrastructure Changes made, the Service Provider is required to change, modify or upgrade its Systems and operations in order to continue to have access to and use of the Province Shared Infrastructure, then the Service Provider will be solely responsible for making all such changes, modifications or upgrades and for all costs thereof to the Service Provider.

#### 17.5 Material Changes to Province Shared Infrastructure.

The Province may make material changes, modifications, additions or upgrades to the Province Shared Infrastructure or discontinue use of any material portion of the Province Shared Infrastructure from time to time (the “**Material Infrastructure Change**”), notwithstanding that the Material Infrastructure Change may have a material adverse effect or impact on the access to and use of the Province Shared Infrastructure by the Service Provider, provided that:

- (a) subject to the Service Provider implementing any changes, modifications, additions or upgrades to its Systems and operations as contemplated in this Section, the Service Provider will continue to have access to and use of the Province Shared Infrastructure to the extent that the Province Shared Infrastructure continues to be operated by the Province; and
- (b) the Province will give reasonable prior written notice to the Service Provider of the details of the Material Infrastructure Change, including the analysis of the Province as to the effect and impact of the Material Infrastructure Change to the Service Provider, to the extent known, in the delivery and performance of the Services pursuant to this Agreement.

Where a Material Infrastructure Change may be reasonably expected to have a material adverse effect or impact on the Service Provider, the Province will provide the notice of the Material Infrastructure Change to the Service Provider sufficiently in advance of the implementation thereof so as to afford the Service Provider a reasonable opportunity to make the required changes, modifications, additions and upgrades to its Systems and operations prior to such implementation. The Service Provider will be solely responsible for making all such required changes, modifications and upgrades that may be required as a result of the Material Infrastructure Change, and any material adverse impact suffered or incurred by the Service Provider as a result thereof will be addressed by the Parties through the Governance Process or the

Change Order Process. For greater clarification, the Province may discontinue use of any portion of the Province Shared Infrastructure pursuant to this Section where any managed applications of the Service Provider running on the Province Shared Infrastructure cause process loops, runaway jobs, extreme load conditions or other similar adverse impacts to users of the Province Shared Infrastructure, in which case any material adverse impact suffered or incurred by the Service Provider in respect thereof will be at the sole cost of the Service Provider, and will not be addressed by the parties pursuant to the Governance Process or the Change Order Process.

#### 17.6 Changes Required for or Initiated by the Service Provider.

Where a change to the Province Shared Infrastructure is required for the continued access to and use of the Province Shared Infrastructure by the Service Provider (such as a change to accommodate increased demand or capacity required by the Service Provider or to accommodate a change in the Systems and operations of the Service Provider), or is requested or initiated by the Service Provider, then the following will apply:

- (a) the Service Provider may request a change to be made to the Province Shared Infrastructure by notice in writing to the Province which notice will include a detailed description of all business and technical requirements relating to such requested change, to the extent known;
- (b) the Province will review and consider any change to the Province Shared Infrastructure as may be reasonably requested by the Service Provider from time to time, having regard to all of the surrounding circumstances including, without limitation, the impact on and the interests of the other users of the Province Shared Infrastructure, and will implement any such changes as may be Approved by the Province;
- (c) unless the Service Provider has given notice to the Province that the Service Provider will prepare the plan for the implementation of any such required or requested change, the Province will, at the cost of the Service Provider, prepare a plan for such change and will provide such plan to the Service Provider for its review and consideration;
- (d) the plan for the implementation of any such required or requested change will include a detailed description of each change to the Province Shared Infrastructure proposed to be made, as well as a budget of costs anticipated to be incurred to effect and implement such change, and a forecast of any increase to the operating and maintenance costs of the Province in respect of the Province Shared Infrastructure as a result from such change, all to the extent known or reasonably anticipated;
- (e) the Province will incorporate all reasonable comments and suggestions as the Service Provider may provide to the Province in writing provided that, for greater clarification, the Province will, at all times, have and retain the sole right to determine the appropriate plan and actions to implement such required or requested change and will have the right to grant the final Approval thereof;
- (f) if the Service Provider does not agree with the proposed plan or implementation of the proposed change to the Province Shared Infrastructure, or of the estimated costs or forecast thereof as provided by the Province to the Service Provider, then matter will be deemed to be a Dispute and will be settled in accordance with the Dispute Resolution Process under Article 23 (*Dispute Resolution*); and

- (g) notwithstanding the foregoing, and for greater clarification, the Province will not require the Approval of the Service Provider to the plan in respect of or the implementation of any such required or requested change to the Province Shared Infrastructure and may proceed with such plan and the implementation of such change notwithstanding initiation by the Service Provider of a Dispute pursuant to paragraph (f) above.

#### 17.7 Cooperation of the Parties.

The Parties will cooperate with each other and will use reasonable efforts to make and implement any change, modification or upgrade to the Province Shared Infrastructure determined or Approved by the Province contemplated in this Article 17 (*Province Shared Infrastructure*), including testing of such change, modification or upgrade.

#### 17.8 Change Order Process.

Unless specifically provided otherwise in this Article 17 (*Province Shared Infrastructure*), the change process set forth in Section 17.6 (*Changes Required or Initiated by Service Provider*), is in lieu of the Change Order Process with respect to the Province Shared Infrastructure.

#### 17.9 Failure of Province Shared Infrastructure.

In the event of an unanticipated failure of the Province Shared Infrastructure, or the occurrence of any unanticipated event or circumstance which prevents the Service Provider from having access to and use of the Province Shared Infrastructure, as is required by the Service Provider for the delivery and performance of the Services, whether arising from the negligence or fault of the Province or otherwise, the Province and the Service Provider acknowledge and agree that:

- (a) the Province will have no liability or obligation to the Service Provider in respect thereof other than the obligation to use reasonable efforts and to act with due diligence to correct such failure, or to restore such access to and use of, the Province Shared Infrastructure as soon as reasonably practicable; and
- (b) to the extent that the Service Provider is not able to deliver or perform a Service in the manner or to the Service Level required under this Agreement, or to perform any other obligations under this Agreement, as a result of such failure or lack of access to or use of the Province Shared Infrastructure, the Service Provider will be released of all consequences otherwise provided in this Agreement in respect of such failure to deliver and perform such Service, to meet such applicable Service Level or to perform such obligations under this Agreement, until such failure or lack of access to or use of the Province Shared Infrastructure is rectified or remedied to a degree that the Service Provider is able to deliver and perform the Services, and to perform its obligations in accordance with this Agreement.

#### 17.10 Indemnity.

Notwithstanding any other provision contained in this Article 17 (*Province Shared Infrastructure*), and in addition to any other indemnities provided by the Service Provider to the Province pursuant to this Agreement, the Service Provider hereby indemnifies and agrees to hold harmless the Province and its employees, agents and representatives, to the fullest extent permitted by law, from and against any and all Claims suffered or incurred by any of them arising out of or in connection with the access to and use of the Province Shared Infrastructure by the Service Provider.

#### 17.11 Termination of Rights to Province Shared Infrastructure.

The Service Provider acknowledges and agrees that its rights in respect of the Province Shared Infrastructure under this Article 17 (*Province Shared Infrastructure*) will cease upon the expiry (or earlier termination in accordance with this Article 17 (*Province Shared Infrastructure*)) of the Shared Infrastructure Use Period. Upon such expiry, the Service Provider will return to the Province all passwords, access codes, access cards and devices of any kind used to obtain access to and use of the Province Shared Infrastructure. For greater clarification, if the Province discontinues use of any portion of the Province Shared Infrastructure, then upon the discontinuance thereof the Service Provider's rights in respect of the discontinued portion of the Province Shared Infrastructure under this Article 17 (*Province Shared Infrastructure*) will cease, and the Service Provider will return to the Province all passwords, access codes, access cards and devices of any kind used to obtain access to and use of the discontinued portion of the Province Shared Infrastructure.

### ARTICLE 18– AUDIT RIGHTS

#### 18.1 Access Rights.

During the Term, and for a period of seven (7) years after the end of the Term, upon prior written request of the Province, except where such prior notice is not required pursuant to the express provisions of this Article 18 (*Audit Rights*) or any other express provisions of this Agreement, the Service Provider will provide the Province and its auditors and other authorized representatives of the Province with access to the following including, where applicable and practicable to do so, with electronic access, to:

- (a) all the Province Records or Personal Information related to the Services then in the Custody of the Service Provider, wherever maintained;
- (b) any System that contains such Province Records or Personal Information related to the Services, wherever maintained; and
- (c) any property or facility at which the Services are being performed, where any such Systems are housed, or where any such Province Records or Personal Information are maintained or stored.

The provisions of Section 18.6 (*General Principles*) will apply with respect to the access rights granted to the Province under this Section.

#### 18.2 Examinations and Copies.

During the Term, upon the prior written request of the Province, the Service Provider will permit the Province and its auditors and their respective authorized representatives, during business hours, to examine and make copies of any computer-stored data, correspondence, accounting procedures and practices, and any other relevant supporting financial or operational data including, without limitation, invoices, payments, claims and receipts, and in all cases pertaining to the Services, which will be made available by the Service Provider to the Province and its auditors, and their respective authorized representatives, in British Columbia. Both Parties acknowledge and agree that nothing in this Section will in any way limit or restrict the confidentiality obligations as set forth in Article 13 (*Privacy, Security and Confidentiality*) or as otherwise contemplated by this Agreement.

### 18.3 Inspection and Investigation Rights.

In the event the Province *bona fide* believes there has been, or there may be, a breach of this Agreement, the Province will have the right, at any time and without prior notice to the Service Provider, either directly or through its representatives, to inspect all or any matters in respect of the Services performed by or on behalf of the Service Provider under this Agreement, and to perform investigations in respect of any matter of concern to the Province or any matter which the Province otherwise becomes aware of in connection with the Services under this Agreement. The Province will make reasonable efforts in exercising such right of inspection or investigation to not hinder or interfere with the performance of the Services by the Service Provider under this Agreement. For greater clarification, the Province acknowledges that to the extent that any such exercise of the Province's right of inspection or investigation directly hinders or interferes with the Service Provider's ability to deliver Services under this Agreement, then the Service Provider will not be responsible for any Service failure resulting therefrom. The Service Provider will provide the Province and its representatives with all reasonable assistance in connection with any such inspections and investigations. The provisions of Section 18.6 (*General Principles*) will apply with respect to the inspection or investigation rights granted to the Province hereunder.

### 18.4 Audit Rights.

The Province may appoint an internal or external auditor or other professional advisor at any time and from time to time, but subject to the provisions of 18.6 (*General Principles*), to review and confirm or verify, in respect of any Contract Year, any aspect of this Agreement and the Services performed under this Agreement including, without limitation, the following:

- (a) any matter related to the operational aspects of this Agreement and the Services including, without limitation, to certify or verify:
  - (i) the integrity of the Province Records or Province Confidential Information including, without limitation, the completeness, accuracy, timelines, confidentiality, availability and security in respect thereof;
  - (ii) the privacy and security processes of the Service Provider and its Access Subcontractors, and the compliance of the Service Provider and its Access Subcontractors with the Personal Information Protection and Security Obligations;
  - (iii) the general controls, practices, and procedures utilized by the Service Provider in connection with the Services performed;
  - (iv) the stability and security of the Systems and processes utilized by the Service Provider in performing the Services,
  - (v) the integrity of all reports provided by the Service Provider to the Province (including the raw data from which such reports are compiled),
  - (vi) that the Services are being provided in accordance with the terms of this Agreement (including the Service Levels), and in accordance with all Applicable Laws, the Province Policies and any applicable requirements of any regulatory body or authority having competent jurisdiction; and



- (vii) the reviews and audits referred to in Article 14 (*Service Continuity*) in respect of the Service Continuity Plan and Disaster Recovery Plan;
- (b) any matter related to the financial or business aspects of this Agreement, including verifying the accuracy of all Fees or other amounts invoiced to, or paid by, the Province, the accuracy of financial information provided by the Service Provider to the Province in respect of the calculation of Fees or other amounts invoiced to the Province or set forth in any Proposal in connection with the Change Order Process, or any credits or reductions against the Fees (whether or not properly granted as required by the Service Provider to the Province), and the accuracy of any reporting by the Service Provider to the Province in connection with the foregoing;
- (c) operational and other audits requested or otherwise required to be undertaken by the Office of the Comptroller General or the Office of the Auditor General of the Province under the *Financial Administration Act* or any other Applicable Laws regarding any aspect of this Agreement (including, without limitation, an audit of the compliance by the Service Provider with the requirements of this Agreement), or any audits that may be required by Cabinet or Treasury Board of the Province; or
- (d) such other audits relating to this Agreement, the obligations of the Service Provider under this Agreement, or the Services as the Province may determine from time to time.

For greater clarification, the Province may, in connection with the exercise of its audit rights pursuant to this Section 18.4 (*Audit Rights*), exercise or cause the Service Provider to exercise rights in respect of this Section.

#### 18.5 Costs.

The costs of any inspections, investigations and audits will be dealt with in accordance with the following provisions:

- (a) except as set forth in paragraph (b) below, the Province will pay its costs and expenses of any investigations and inspections under Section 18.3 (*Inspection and Investigation Rights*), and the costs and expenses of any auditor or other professional advisor retained by the Province to conduct or assist with an audit under Section 18.4 (*Audit Rights*). The Service Provider will pay, and will not seek reimbursement from the Province, for the Service Provider's (or its Subcontractors') costs incurred in connection with any inspection or investigation under Section 18.3 (*Inspection and Investigation Rights*), or any audit conducted pursuant to Section 18.4 (*Audit Rights*), including the cost of the time and effort of the Service Provider and its Personnel, Subcontractors and External Personnel to comply with the requests and requirements of an inspector, investigator, auditor or other professional advisor in respect of the same;
- (b) where an investigation, inspection or audit reveals a material Deficiency (as determined by the Province, acting reasonably) as a result of the acts or omissions of the Service Provider (or of those Persons for whom the Service Provider is responsible at law or pursuant to the terms of this Agreement), the costs of such inspection, investigation or audit, including the costs of other professional advisors retained by the Province to conduct the same, will, at the option of the Province, be paid by the Service Provider, in which case the following provisions will apply:

- (i) such costs will not be recovered from or reimbursed by the Province to the Service Provider,
- (ii) if any such costs are paid by the Province, then the Province will be entitled to reimbursement of such costs from the Service Provider, or to set-off such costs against the Fees otherwise payable to the Service Provider,
- (iii) any such costs payable by the Service Provider will be payable upon receipt by the Service Provider of an invoice from the Province in respect of such costs, and
- (iv) upon correction of the material Deficiency so identified, and if so requested by the Province, the Service Provider will undertake a new audit, at the Service Provider's expense, to confirm that such material Deficiency has been fully addressed and remedied. The Service Provider will promptly provide the results of such audit to the Province upon the Service Provider's receipt of the same.

#### 18.6 General Principles.

In connection with the access, inspection, investigation and audit rights granted to the Province and other Persons under this Article 18 (*Audit Rights*):

- (a) the auditors, investigators, inspectors or representatives of the Province will be qualified and trained to levels appropriate to conduct audits, inspections or investigations being conducted;
- (b) the Province will cause all such audits, inspections and investigations to be performed during the normal business hours for the Services in question, and upon reasonable prior notice to the Service Provider, other than for inspections or investigations pursuant to Section 18.3 (*Inspection and Investigation Rights*) which may be performed at any time without notice;
- (c) the Province will, and will cause its auditors, investigators, inspectors or representatives to:
  - (i) use reasonable efforts not to hinder or interfere with the performance of the Services by the Service Provider, and for greater clarification, the Province acknowledges that to the extent any such exercise of rights directly hinders or interferes with the Service Provider's ability to deliver the Services, then the Service Provider will not be responsible for any resulting Service Level failures in respect thereof, and
  - (ii) comply with all security and other similar policies of the Service Provider while at its premises, provided that the Service Provider provides the Province with reasonable prior notice thereof, and provided further that any such security or other similar policies of the Service Provider do not unduly hinder or interfere with the conduct of the audit, inspection or investigation in question;
- (d) the Service Provider will, and will cause its Personnel, Subcontractors and External Personnel to:

- (i) cooperate with any such inspections, investigations and audits performed by the Province through the Province's auditors, investigators, inspectors or representatives,
  - (ii) make available on a timely basis the information and Records requested by the Province or its auditors, investigators, inspectors or representatives, and
  - (iii) provide the Province and its auditors, investigators, inspectors or representatives with assistance in obtaining access to such information and Records, and to any Subcontractors, Personnel or External Personnel, as may be reasonably requested;
- (e) the access rights provided for with respect to the premises of the Service Provider will also extend to those premises at which Province Confidential Information, Province Records or Personal Information is stored, and the Service Provider will obtain such corresponding rights from its Subcontractors as may be necessary to give effect to this provision; and
  - (f) where reasonably possible and appropriate, as determined by the Province, the Service Provider will be given the opportunity to respond to the audit, inspection or investigation results before they are finalized.

#### 18.7 Deficiencies.

Following delivery to the Service Provider of an audit, inspection or investigation report that outlines accounting or other Deficiencies of the Service Provider, the Parties will meet as soon as possible through the Governance Process in order to discuss and resolve such Deficiencies. In connection therewith, the following provisions will apply:

- (a) if the report identifies the potential for any Deficiency, then the Service Provider will provide the Province, through the Governance Process, with the Service Provider's assessment of the impact of the potential Deficiency;
- (b) subject to any alternative agreement reached between the Parties through the Governance Process, the Service Provider will, as soon as reasonably possible (but in any event within thirty (30) days), develop and present to the Province, through the Governance Process, a corrective action plan outlining the timely corrective action that has been taken, or will be taken, by the Service Provider to remedy the Deficiencies;
- (c) the corrective action plan will include a sufficient level of detail to allow the Province to assess the appropriateness of the corrective action and plan, including a description of the Deficiency, the specific action to be taken, and a specific implementation schedule that specifies dates and Persons responsible for taking, or who have already taken, the corrective action;
- (d) the Province will be given the opportunity, through the Governance Process, to provide the Service Provider with any comments that the Province may have on the corrective action plan, and the Service Provider will take all such comments received by the Province into consideration; and

- (e) the Service Provider will remedy the Deficiencies in accordance with the corrective action plan, provided that the Service Provider will be entitled to remedy any Deficiencies that are not material in nature, or that do not involve access, use or disclosure of Personal Information, in the ordinary course of business.

## ARTICLE 19 – GENERAL DUTIES AND OBLIGATIONS

### 19.1 General Duties and Obligations of Service Provider.

At all times during the Term and without limiting the other provisions set forth in this Agreement, the Service Provider agrees to, and to cause its directors, officers, Personnel, Affiliates, Subcontractors and all External Personnel to, perform its obligations under this Agreement and to deliver the Services as follows:

- (a) in compliance with all of the terms and conditions of this Agreement and all other documents referenced in this Agreement;
- (b) in a manner that is consistent with the Parties' objectives set out in Section 1.12 (*Objectives of the Parties*);
- (c) in accordance with the standard of care set forth in Section 3.6 (*Standard of Care*);
- (d) in accordance with any Change Orders and any agreements made between the Parties pursuant to the Governance Process;
- (e) in compliance with all applicable Province Policies which have been provided or otherwise communicated by the Province to the Service Provider from time to time, and in accordance with the Change Order Process; and
- (f) in compliance with all Applicable Laws.

### 19.2 Compliance with Specific Laws.

Without limiting the foregoing Section 19.1 (*General Duties and Obligations of Service Provider*), at all times during the Term, and in the performance of the Services under this Agreement, the Service Provider will comply with, and will cause its Personnel and its Subcontractors and their External Personnel to comply with, those specific Applicable Laws set forth in **Schedule 15** (*Specific Laws and Policies*), and any other specific Applicable Laws not listed in **Schedule 15** (*Specific Laws and Policies*) but which otherwise apply to the Services given the nature thereof, or any applicable regulations or standards governing the particular industry to which the Services relate. The Service Provider acknowledges that it is familiar with the foregoing as they apply to the Service Provider or to the Services, as applicable.

### 19.3 FOIPPA Inspections.

The Service Provider acknowledges that under the *Freedom of Information and Protection of Privacy Act* (British Columbia), the Commissioner has the power to obtain information and evidence from persons other than the Province in the course of conducting an investigation or an inquiry under that Act. Accordingly, the Service Provider will cooperate with respect to investigations or inquiries of the Commissioner under that Act regarding Province or Personal Information related matters, and in respect of any information to which the Commissioner is entitled to under such Act.

#### 19.4 Licenses and Permits.

At all times during the Term, the Service Provider will, at its own cost, obtain and maintain in full force and effect all licenses and permits issued by any Governmental Authority which are required or desirable for the proper performance of the Services, or otherwise required or desirable for the performance and completion of the transactions contemplated in this Agreement.

### **ARTICLE 20 – REPRESENTATIONS, WARRANTIES AND COVENANTS**

#### 20.1 Province Representations and Warranties.

The Province represents, warrants and covenants as follows to the Service Provider, as of the date of this Agreement and throughout the Term, and acknowledges and confirms that the Service Provider is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) the Province has the power and authority to enter into, execute and deliver this Agreement, which has been duly executed and delivered by the Province, and each constitutes a legal, valid and binding obligation of the Province enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights, and to the fact that specific performance and injunction are equitable remedies available only in the discretion of the court;
- (b) the Province has the power and authority to perform its obligations under this Agreement as contemplated in this Agreement; and
- (c) neither the execution and delivery of this Agreement nor the compliance with the terms thereof by the Province:
  - (i) has resulted or will result in a violation of any Applicable Laws, or
  - (ii) requires the Approval or consent of any Person or any Governmental Authority except such as has been obtained as of the date of this Agreement.

#### 20.2 Service Provider Representations, Warranties and Covenants.

The Service Provider represents, warrants and covenants as follows to the Province, as of the date of this Agreement and (except as otherwise noted) throughout the Term, and acknowledges and confirms that the Province is relying upon such representations, warranties and covenants in entering into of this Agreement:

##### **Corporate Existence and Structure**

- (a) the Service Provider is a corporation duly incorporated and validly existing under the laws of Canada and is in good standing with respect to the filing of annual returns thereunder;

##### **Power, Capacity and Legal Authority**

- (b) the Service Provider has all necessary corporate power, capacity and legal authority to enter into, execute and deliver this Agreement and to perform its obligations under this

Agreement, and this Agreement has been duly executed and delivered by the Service Provider, and each constitutes a legal, valid and binding obligation of the Service Provider enforceable against the Service Provider in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights, and to the fact that specific performance and injunctive relief are equitable remedies available only in the discretion of the court;

#### **No Violation**

- (c) neither the execution and delivery of this Agreement nor the compliance with the terms of this Agreement by the Service Provider:
  - (i) has resulted or will result in a violation of any Applicable Laws,
  - (ii) has resulted or will result in a breach of, or constitute a default under, the Service Provider's constituting documents, any shareholders' agreement to which it is a party, or any shareholder or directors' resolutions,
  - (iii) has resulted or will result in a breach of, or constitute a default under, any instrument or agreement to which the Service Provider is a party or by which the Service Provider is bound, or
  - (iv) requires the Approval or any consent of any Person or any Governmental Authority except such as has been obtained as of the date of this Agreement;

#### **Permits, Approvals and Operating Matters**

- (d) the Service Provider holds, and will hold as of the Effective Date and throughout the Term, all material permits, approvals, authorizations and consents that may be required from any Person or Governmental Authority in order for the Service Provider to perform its duties and obligations pursuant to the terms of this Agreement and to provide the Services as contemplated under this Agreement, and the Service Provider is, and at the Effective Date and throughout the Term will be, in good standing with respect to all such permits, approvals, authorizations and consents, and none of the same contain, or will contain, any term, provision, condition or limitation which would have a material adverse effect on, or materially adversely restrict or impair the performance by, the Service Provider of its duties and obligations under this Agreement or the performance of the Services pursuant to the terms of this Agreement;
- (e) the Service Provider has filed all tax, corporate information and other returns required to be filed under all Applicable Laws, has complied with all workers compensation legislation and other similar legislation to which it may be subject, and has paid all Taxes, fees and assessments calculated to be due by it under those laws as of the date of this Agreement;
- (f) the Service Provider has, and throughout the Term will maintain, sufficient and appropriate assets and Personnel to enable the Service Provider to perform and fulfill its obligations under this Agreement and to perform the Services in accordance with the terms of this Agreement;

### **Intellectual Property, Systems and Assets**

- (g) the performance by the Service Provider of the Services under this Agreement, and all of the Systems, Software and other Intellectual Property utilized by the Service Provider in the delivery of the Services does not and will not violate or infringe, or constitute a misappropriation of, the Intellectual Property or rights of any Person;
- (h) all Systems used by the Service Provider or its Subcontractors will be maintained by the Service Provider or its Subcontractors in good working order, ordinary wear and tear excepted;
- (i) all tangible personal assets including hardware that are used by the Service Provider to perform the Services during the Term, will be free and clear of all Liens, other than the interests of a lessor in respect of any leased assets, or such Liens as may have been granted in respect of such leased assets by the lessor thereof;

### **Litigation, Proceedings and Limiting Agreements**

- (j) as of date of this Agreement, there are no suits, actions, proceedings, judgments or orders outstanding or, to the knowledge of the Service Provider, threatened against or affecting the Service Provider or any of its assets by or before any court, tribunal, board or other Governmental Authority that would, if adversely determined, have a material adverse effect on, or materially adversely restrict or impair the performance by, the Service Provider of its duties and obligations under this Agreement or the performance of the Services pursuant to the terms of this Agreement;
- (k) as of the date of this Agreement, there are no material labour actions, proceedings, grievances, judgments or orders outstanding or, to the knowledge of the Service Provider, threatened against or affecting the Service Provider by or before any court, tribunal, board or other Governmental Authority, which could have a material adverse effect on, or materially adversely restrict or impair the performance by, the Service Provider of its duties and obligations under this Agreement or the performance of the Services pursuant to the terms of this Agreement;

### **Insolvency**

- (l) the Service Provider is not insolvent, is able to pay its debts as they become due in the ordinary course of business, and the entering into of this Agreement and the performing of its obligations under this Agreement will not render the Service Provider insolvent or unable to pay its debts as they become due;

### **Subcontractors and Personnel**

- (m) Subcontractors who are required to be Approved by the Province under the provisions of Section 9.10 (*Consent to Use of Material Subcontractors*) with respect to the performance of the Services, as such Schedule may be amended from time to time in order to accurately reflect such Subcontractors during the Term, and all other actions required to be taken with respect to such Subcontractors have been taken including, without limitation, the incorporation in the agreements with such Subcontractors of the required provisions as set forth in Article 9 (*Subcontractors*) and in the Personal Information Protection and Security Obligations;

## Miscellaneous

- (n) all information provided by the Service Provider to the Province in the course of responding to the RFP prior to entering into this Agreement was true and correct in all material respects and was not intentionally misleading at the time of disclosure, and the Service provider has not intentionally failed to disclose any further information which failure would make the information previously disclosed misleading;
- (o) the Service Provider is under no current obligation or restriction, nor will it knowingly assume any such obligation or restriction that does or could in any way interfere or conflict with, or that does or could present a conflict of interest concerning, the performance of the Service Provider's obligations and the providing of the Services under the terms of this Agreement;
- (p) there has been no collusion, relationship with, benefit granted to or benefit received from any other Person with respect to the RFP, this Agreement, the delivery of the Services or anything related thereto except:
  - (i) for subcontracts, teaming agreements and other similar contracts entered into in the ordinary course of business,
  - (ii) obligations to pay commissions or other incentive compensation in compliance with compensations programs of the Service Provider and its Subcontractors and its or their Affiliates, and
  - (iii) as otherwise expressly disclosed by the Service Provider to the Province in writing;
- (q) the Service Provider has no knowledge of any material fact or matter not disclosed to the Province by the Service Provider which, if known by the Province, might be reasonably expected to deter the Province from entering into this Agreement or completing the transactions contemplated in this Agreement or that might materially adversely affect the ability of the Service Provider to perform its obligations under this Agreement; and
- (r) the Service provider represents and warrants those matter specifically set forth in **Schedule 16** (*Additional Representations and Warranties*).

### 20.3 Disclaimer of Warranties and Conditions.

Other than the representations and warranties and conditions expressly set out in this Agreement, neither Party makes any representation, warranty condition, expressed, implied, statutory or otherwise regarding any matter in connection with this Agreement including representations, warranties or conditions of merchantability or fitness for a particular purpose.

### 20.4 No Guarantee of Service Volumes.

The Service Provider acknowledges and agrees that the Province makes no representation or warranty as to the nature, timing, quality, quantity or volume of Services required from the Service Provider under this Agreement, or the volume of business or any particular type of transaction or other measurable matter that will be handled by the Service Provider in providing the Services under this Agreement, or the compensation that may be earned by the Service Provider under this Agreement. The Service Provider



acknowledges and agrees that it has conducted its own due diligence prior to entering into this Agreement as to the services performed by or on behalf of the Province historically in connection with the business that will be undertaken by the Service Provider in performing the Services. The Province has advised the Service Provider, and the Service Provider acknowledges, that historic information with respect to the Services or such business, including any particular type of transaction or other measurable matter, may not be representative of the future nature, timing, quality, quantity or volume of Services that will be required under or performed by the Service Provider under this Agreement, or the volume of business or any particular type of transaction or other measurable matter that will be handled by the Service Provider in connection with this Agreement.

## ARTICLE 21 – INDEMNIFICATION AND LIABILITY

### 21.1 General Intent.

Each Party will be liable to the other for any damages that may be properly and lawfully awarded against each Party in favour of the other under the terms of, or in connection with, this Agreement. Both Parties agree, however, that monetary damages may not be a sufficient remedy for any breach of this Agreement, and each Party will be entitled to seek equitable relief, including injunctive relief and specific performance in the event of a breach of this Agreement, to the extent that such remedy is available to a Party in accordance with Applicable Laws (including, without limitation, the *Crown Proceeding Act* (British Columbia)), but subject any express limitations otherwise provided for in this Agreement.

### 21.2 Indemnification by the Service Provider.

The Service Provider will indemnify and save harmless the Province and its employees, advisors, agents and representatives (the “**Province Indemnified Parties**”), to the fullest extent permitted by law, from and against any Claims that may be suffered or incurred by any one or more of the Province Indemnified Parties arising as a result of, or in connection with, any of the matters set forth in **Schedule 17** (*Indemnification Matters*), except to the extent suffered or incurred as a result of or in connection with the wilful misconduct, fraud, malfeasance or gross negligence of the Province Indemnified Parties.

### 21.3 Third Party Claim Process.

Subject to any restrictions or other limitations contained in the *Crown Proceeding Act* (British Columbia), or other Applicable Laws:

- (a) if a Party (an “**Indemnified Party**”) intends to seek indemnification under this Agreement from the other Party (the “**Indemnifying Party**”) in respect of any third party Claims, then the Indemnified Party will promptly give the Indemnifying Party written notice of such Claims for indemnification, such notice to be given as soon as practicable following the commencement of any action by a third party; provided, however, that the failure of an Indemnified Party to give the Indemnifying Party such prompt notice will not relieve the Indemnifying Party of its obligations under this Agreement, except to the extent that such failure results in a material prejudice to the Indemnifying Party’s defence to such Claims;
- (b) if the Indemnifying Party receives a notice of any Claims pursuant to paragraph (a) above, then:

- (i) where the Indemnifying Party is the Province, it will have the right to assume the defence of such Claims, at its sole cost and expense, with counsel designated by the Province; and
- (ii) where the Indemnifying Party is the Service Provider, the Province will cooperate with the Service Provider and, where appropriate and in the discretion of the Province, will allow the Service Provider to control the defence of the Claim and any related settlement, at the Service Provider's sole cost and expense, it being acknowledged and agreed that where the Province determines that it is not so appropriate, then the Province will control the defence of the Claim and any related settlement;

provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party reasonably concludes that there may be legal defences available to it which are different from or additional to those available to the Indemnifying Party, then the Indemnified Party will have the right to select separate counsel, the cost of which will be at the Indemnified Party's expense (without reimbursement by the Indemnifying Party under an indemnity or otherwise) to assert such legal defences or to otherwise participate in the defence of such action on behalf of the Indemnified Party;

- (c) if the Indemnified Party is entitled to indemnification under this Agreement as a result of a Claim by a third party, and if the Indemnifying Party fails or chooses not to assume the defence of such Claim, or fails to proceed, then the Indemnified Party may, at the expense of the Indemnifying Party, contest (or, with or without the prior consent of the Indemnifying Party, settle) such Claim. The Indemnified Party will not otherwise settle any Claim with respect to which it has sought or intends to seek indemnification pursuant to this Agreement without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld or delayed; and
- (d) if the Indemnifying Party settles any Claims that it may be liable to provide indemnification pursuant to this Section without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld or delayed (acknowledging that pursuant to the *Crown Proceeding Act* (British Columbia) the Province is not required to obtain or provide such consent, and will not be required to do so pursuant to this provision); then if the Indemnifying Party has reached a *bona fide* full and final settlement in respect of all Claims involving the Indemnified Party and such plaintiff(s) in any such action with the plaintiff(s), and the Indemnified Party does not (or is not asked to) consent to such settlement, the dollar amount specified in the settlement will act as an absolute maximum limit on the indemnification obligation of the Indemnifying Party.

#### 21.4 Mitigation.

Each Party has a duty to mitigate the Claims that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and reasonable actions to reduce or limit the amount of such Claims.

#### 21.5 Limitation on Liability.

The liability of the Parties under this Agreement will be subject to the express terms and conditions set forth in **Schedule 18** (*Limitation on Liability*).

### ARTICLE 22– INSURANCE

#### 22.1 Insurance.

The Service Provider will procure and maintain at all times during the Term of this Agreement, at its own expense and without reimbursement from the Province, the insurance policies more particularly described below, underwritten by insurers licensed to carry on insurance business in Canada.

- (a) Commercial General Liability insurance covering the operations of the Service Provider and its employees under this Agreement in an amount not less than ten million dollars (\$10,000,000) inclusive per occurrence. This insurance may be provided by way of a combination of policies including primary policies, umbrella or excess policies. Such policy or policies shall provide coverage for bodily injury and property damage, non-owned automobile liability, personal injury liability, employer's liability, blanket contractual liability coverage, broad form property damage coverage and coverage for products and completed operations. The policy or policies shall contain a cross-liability clause, shall include the Province as an additional insured, and shall be endorsed to provide the Province with thirty (30) days prior written notice of cancellation or material change.
- (b) Professional (Errors & Omissions) Liability insurance insuring the Service Provider's liability resulting from errors and omissions in the performance of professional services under this Agreement in an amount not less than ten million dollars (\$10,000,000) per claim, and the policy shall be endorsed to provide the Province with thirty (30) days prior written notice of cancellation.
- (c) All-risk Property insurance in an amount sufficient to replace the Service Provider's equipment, including the perils of earthquake and flood and coverage for the Service Provider's computer and electronic equipment, and data and programmes on computer media that if lost or damaged would impair the Service Provider's ability to perform the Services. This insurance shall be endorsed to provide the Province with thirty (30) days prior written notice of cancellation and shall include a waiver of subrogation in favour of the Province.

#### 22.2 Certificate of Insurance.

The Service Provider will provide the Province with evidence of all required insurance before commencing any Services under this Agreement, on an annual basis within ten days of the renewal of such insurance policies, and upon the request of the Province from time to time, as follows:

- (a) a completed certificate of insurance of all required insurance (such evidence will be in the Province's form of insurance certificate, as the same may be amended from time to time by the Province and notified by the province to the Service Provider, a copy of which is attached as **Schedule 20** (*Form of Insurance Certificate*), unless otherwise agreed to in writing by the Province); or

- (b) certified copies of required policies; and
- (c) notwithstanding paragraph (a) or (b) above, if requested by the Province at any time in relation to a potential Claim or Loss and in good faith, the Service Provider must provide to the Province certified copies of the required insurance policies.

The Service Provider will not cancel any of the required insurance policies without thirty (30) days prior written notice to the Province and consent of the Province where a cancelled insurance policy is not replaced with a replacement insurance policy of the same kind and type, and in an equal or greater amount.

### 22.3 Adequacy of Insurance.

The Service Provider acknowledges that any requirement or advice by the Province as to the amount of coverage under any policy of insurance does not, and will not be deemed to, constitute a representation by the Province that the amount required under such insurance is adequate, and the Service Provider acknowledges and agrees that it is solely responsible for obtaining and maintaining its own policies of insurance in such amounts as the Service Provider will determine to be appropriate and adequate, subject to the minimum requirements set out in this section.

## ARTICLE 23 – DISPUTE RESOLUTION

### 23.1 Informal Dispute Resolution.

In the event of any Dispute, the Parties will use reasonable efforts to settle such Dispute internally and will consult and negotiate with each other in good faith in an effort to reach a fair and equitable solution satisfactory to the Parties. Prior to the initiation of formal dispute resolution procedures, the Parties will first attempt to informally resolve any dispute, controversy or Claim (including any failure by the Parties to reach agreement where expressly provided for in this Agreement) arising under or in connection with this Agreement as follows:

- (a) the Service Provider *Delivery Manger Victoria Location* and the Province *Director, Business Management* will attempt to resolve the Dispute informally by meeting as often, for a duration and as promptly as those representatives deem necessary, to discuss the Dispute and negotiate in good faith in an attempt to resolve the Dispute;
- (b) if such persons are unable to resolve the Dispute within a reasonable period, then either one of them may refer the Dispute to the Joint Executive Committee, and the Joint Executive Committee will promptly schedule a meeting to discuss the Dispute and negotiate in good faith in an attempt to resolve the Dispute;
- (c) the Joint Executive Committee will meet as often and as promptly as the Parties deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute;
- (d) during the course of all discussions referred to in paragraphs (a) to (c) above, all reasonable requests made by one Party to another for non-privileged information, reasonably related to the Dispute, will be provided by the other Party so that both Parties may be fully apprised of the other's interests in the Dispute and resulting positions and interests. The specific format for such discussions will be decided by mutual agreement

of the Parties, but may include the preparation of agreed-upon statements of fact or written statements of position or interest;

- (e) if the Joint Executive Committee does not resolve the Dispute within (10) Business Days of the referral of the Dispute to the Joint Executive Committee (or such longer period to which the Parties may agree), then either Party may upon written notice to the other Party (the “**Mediation Notice**”) elect to submit the Dispute to non-binding mediation, and if such Mediation Notice is accepted in writing within five (5) Business Days of receipt thereof, then the Parties will proceed to mediation in accordance with paragraph (f) below. For greater clarification, either Party may elect to bypass mediation, in which case, the Dispute will be settled by binding arbitration in accordance with Section 23.2 (*Arbitration*);
- (f) if the Dispute is referred to non-binding mediation in accordance with paragraph (e) above, then the Parties will thereafter attempt to promptly agree upon and appoint a sole mediator. If the Parties are unable to agree upon a mediator within five (5) Business Days after the effective date of the Mediation Notice (or such longer period as the Parties may agree), then the Parties will bypass mediation and proceed to arbitration in accordance with Section 23.2 (*Arbitration*);
- (g) if the Parties agree upon a mediator within the time required pursuant to paragraph (f) above, then the mediation will be conducted at a time, in a city in British Columbia and at a specific location as may be agreed to by the Parties with the mediator, or if the Parties cannot agree, as so designated by the mediator. The mediation will be held within five (5) Business Days after the mediator is appointed. If any Party has substantial need for information from another Party in order to prepare for the mediation, then the Parties will use reasonable efforts to agree on procedures for the formal exchange of information. Each Party will be represented in the mediation by at least an individual with authority to settle the Dispute on behalf of that Party and, if desired by that Party, by legal counsel for that Party. The Parties’ representatives in the mediation will continue with the mediation as long as the mediator reasonably requests, but in no event longer than thirty (30) days from the first day that the Parties meet to commence mediation. Unless otherwise agreed to in writing by the Parties, each Party will pay one-half of the mediator’s fees and expenses and will bear all of its own expenses in connection with the mediation. No Party may employ or use the mediator as a witness, consultant, expert, counsel or other similar position regarding the Dispute or any related matters; and
- (h) if the parties are unable to resolve the Dispute by mediation, or if either Party elects to bypass mediation entirely, then the matter will be referred to binding arbitration in accordance with Section 23.2 (*Arbitration*).

## 23.2 Arbitration.

Subject to the provisions of **Schedule 17** (*Indemnification Matters*), **Schedule 18** (*Limitation on Liability*), and Section 23.4 (*Special Arbitration*), any Dispute that is not settled in accordance with Section 23.1 (*Informal Dispute Resolution*), will be settled at the request of either Party by binding arbitration in Victoria, British Columbia in accordance with the *Commercial Arbitration Act* (British Columbia) on the following terms:

- (a) all hearings will be in held and kept confidence;

- (b) the arbitration will be heard before one arbitrator, and if the Parties cannot agree upon an arbitrator within five (5) Business Days of a request from one Party to the other to do so, then each Party will select an arbitrator, and those two arbitrators will jointly select a third arbitrator;
- (c) all arbitrators will either be:
  - (i) a lawyer in good standing with the Law Society or equivalent body in all jurisdictions in Canada where that lawyer is called to the bar,
  - (ii) a retired lawyer who was previously in good standing with the Law Society or equivalent body in all jurisdictions in Canada where that lawyer was previously called to the bar before that lawyer's retirement; or
  - (iii) a retired judge;
- (d) no individual may be appointed as an arbitrator if that individual is (but for the appointment as arbitrator in connection with a Dispute under this Agreement) or was directly involved in matters relating to this Agreement, the Dispute or the Services to be performed by the Service Provider under this Agreement;
- (e) all arbitrators selected or otherwise appointed to hear a Dispute will have experience in complex, commercial outsourcing engagements and be skilled or knowledgeable in the subject matter of the Dispute;
- (f) if the arbitration is heard before a panel of three arbitrators, then the decision of the arbitration panel will be made by a majority vote;
- (g) judgment upon the award rendered in any such arbitration may be entered in any court having competent jurisdiction;
- (h) the Parties will direct the arbitrator (or arbitrators) to make an award of costs, which award will include the remuneration and expenses and any related administrative fees that are charged by the arbitrator (or arbitrators) in connection with the arbitration of the Dispute, as well as the costs and expenses incurred by each Party in preparing for and participating in the arbitration (including the costs related to retaining legal counsel), and the Parties will pay all such costs in accordance with the direction of the arbitrator (or arbitrators);
- (i) the Parties will instruct the arbitrator (or arbitrators) to make the final award with respect to the Dispute within 60 days after the hearings have been closed, or such other reasonable period of time (not to be less than thirty (30) days), as may be agreed to in writing by the Parties before the commencement of the arbitration hearings and so notified in writing to the arbitrator (or arbitrators);
- (j) notwithstanding anything to the contrary in the *Commercial Arbitration Act* (British Columbia):
  - (i) the same procedural requirements and rights of discovery as are available under the British Columbia Rules of Court will apply, *mutatis mutandis*, except that the

arbitrator (or arbitrators) may make adjustments to the time limits contained in such Rules of Court,

- (ii) the laws and rules of evidence applicable in the Courts of British Columbia will apply, and the arbitrator (or arbitrators) may only require the production of relevant documentary and testimonial evidence not protected by the solicitor-client privilege, and
- (iii) the arbitrator (or arbitrators) will adjudicate the Dispute by reference to law in accordance with Section 23 of the *Commercial Arbitration Act* (British Columbia), including the precedent of other Court decisions, statutory laws, and laws of interpretation, as would be followed by a Court having competent jurisdiction, and the Parties expressly agree that the Dispute will not be decided upon the law of equity or some other similar basis;
- (k) the arbitrator (or arbitrators) will have no power or authority to grant any award or permit any other recourse that would be precluded by the terms of this Agreement, and nor will the arbitrator (or arbitrators) have the power to make any award that addresses matters outside the scope of the Dispute; and
- (l) the Parties will be bound by any award issued by the arbitrator (or arbitrators), which award the Parties agree to be bound by and to accept as a final and binding award.

### 23.3 Expedited Arbitration.

Certain Disputes are expressly designated as being subject to “Expedited Arbitration” under the terms of this Agreement, and in particular, to Article 12 (*Fees and Payments*), and as may be specifically provided for in any Schedule to this Agreement. All such Disputes designated as Expedited Arbitrations shall follow the step-by-step resolution procedures set forth below to the extent necessary to resolve the Dispute, without first having to comply with the provisions of Section 23.1 (*Information Dispute Resolution*) or Section 23.2 (*Arbitration*):

- (a) The Expedited Arbitration resolution process shall be commenced by a notice from either Party to the other referring to this paragraph 23.3(a) and setting out the matter that is to be resolved as an Expedited Arbitration and such notice shall constitute the commencement of the Dispute Resolution Process in respect of such Expedited Arbitration;
- (b) will attempt to resolve the Dispute informally by meeting as often, for a duration and as promptly as those representatives deem necessary, to discuss the Dispute and negotiate in good faith in an attempt to resolve the Dispute
- (c) the Joint Executive Committee shall attempt to resolve any Dispute informally by meeting as often, for duration and as promptly as those representatives deem necessary, but for a period not to exceed three (3) Business Days to discuss the Dispute and negotiate in good faith in an attempt to resolve the Dispute;
- (d) if the Joint Executive Committee is unable to resolve the Dispute within three (3) Business Days, then within two (2) Business Days thereafter, the Deputy Minister, Ministry of Education and the President and CEO of the Service Provider, or such other representative of the Parties as may be acceptable to both Parties, shall meet in person or by teleconference at a mutually agreeable time to resolve the Dispute; and

- (e) if such persons are unable to resolve the Dispute within such meeting or such successive meetings as agreed to, then either Party may refer to the Dispute to the first Designated Arbitrator who is immediately available, and where no such Designated Arbitrator is immediately available, the first available Designated Arbitrator. The Expedited Arbitration shall be settled by binding arbitration in Victoria, British Columbia in accordance with the *Commercial Arbitration Act* (British Columbia), in the presence of one Designated Arbitrator subject to the following:
  - (i) submissions being required to be made within twenty (20) Business Days of the arbitrator being appointed,
  - (ii) the arbitrator being required to render a decision within twenty (20) Business Days of receipt of the submissions, and
  - (iii) each Party shall pay its own costs and expenses and one-half (1/2) of the arbitrator costs, except in the event of extraordinary or extenuating circumstances where, in the judgment of the arbitrator, having regard to all of the surrounding circumstances, it would be inequitable or otherwise inappropriate to do so, in which case, the Parties shall pay the costs of the arbitrator in accordance with the final apportionment thereof by the arbitrator.

#### 23.4 Special Arbitration.

Any Disputes between the Parties, that the Parties mutually agree will be subject to this Section 23.4 (*Special Arbitration*), will follow the step-by-step resolution procedures set forth in Section 23.1 (*Informal Dispute Resolution*) and to the extent applicable, Section 23.2 (*Arbitration*), provided that the following provisions will apply in respect of any such arbitration:

- (a) for purposes of Subsection 23.2(i) (*Arbitration*), the arbitrator (or arbitrators) will be instructed to make an award by selecting the submission of one Party over the other, which selected submission will constitute the award of the arbitrator (or arbitrators), provided that any award of costs contained in such submission may be removed by the arbitrator (or arbitrators) and replaced with an award of costs determined by the arbitrator (or arbitrators) in accordance with the provisions of Subsection 23.2(h) (*Arbitration*);
- (b) if any submission includes matters that are outside the scope of the Dispute contemplated as mutually agreed by the Parties, then the arbitrator (or arbitrators) will discard the submission in its entirety as not being in compliance with the scope of the Dispute, and select the other submission for purposes of paragraph (a) above, and if both submission are discounted in their entirety as a result of the application of the provisions of this paragraph, then the arbitrator (or arbitrators) will instruct the Parties, in writing, to resubmit new submissions without such provisions which are outside the scope of the Dispute; and
- (c) for greater clarification, the arbitrator (or arbitrators) will not have any jurisdiction, power or authority to grant an award other than as provided for in this Section 23.4 (*Special Arbitration*).



### 23.5 Confidentiality.

The proceedings of all negotiations, mediations and arbitrations as part of the Dispute Resolution Process will at all times be privately conducted. The Parties agree that all statements and other communications made during the Dispute Resolution Process including, without limitation, offers of settlement, settlement terms and all documents or other materials created for the purposes of the Dispute Resolution Process:

- (a) are made on a without prejudice basis;
- (b) do not constitute an admission or waiver of rights; and
- (c) will not be offered into evidence, disclosed or used for any other purpose other than the Dispute Resolution Process.

During the Dispute Resolution Process, no Party is required to disclose to the other Party any information, documents or materials with respect to which they claim privilege; however, if as part of the Dispute Resolution Process a Party should disclose to the other Party information, documents or materials with respect to which they claim privilege or any information, documents or materials which they regard and identify as confidential or proprietary, then the other Party will maintain the confidentiality of the information, documents or materials so obtained and, to the extent permitted by law, any such disclosure will not constitute a waiver of any privilege or confidentiality. The Parties agree that any information regarding the Dispute Resolution Process, including any decisions or awards made, will not be disclosed to any third parties or used for any purpose other than the Dispute Resolution Process, unless the Parties otherwise agree; provided that nothing in this provision will prevent such disclosure as may be necessary to enforce any arbitration awards.

### 23.6 Exceptions to Dispute Resolution Procedure.

The provisions of this Article 23 (*Dispute Resolution*) will not be construed to prevent a Party from:

- (a) seeking a temporary restraining order or injunctive or other equitable relief with respect to a breach (or attempted breach) of this Agreement by the other Party, to the extent such remedies are available to a Party pursuant to Applicable Law (including, without limitation, the *Crown Proceeding Act* (British Columbia)); or
- (b) instituting litigation or other formal proceedings to the extent necessary and available pursuant to Applicable Law:
  - (i) to enforce arbitration awards or orders for injunctive or other similar relief,
  - (ii) to avoid the expiration of any applicable limitations period, or
  - (iii) to preserve a position with respect to other creditors.

### 23.7 Continuity of Services.

The Service Provider acknowledges that the timely and complete performance of its obligations pursuant to this Agreement is critical to the business and operations of the Province and the continuity of the Services. Accordingly, in the event of a Dispute, and at all times before, during and after the Dispute Resolution Process:

- (a) the Service Provider will continue to so perform its obligations and to deliver the Services under this Agreement in good faith during the resolution of such Dispute; and
- (b) the Province will continue to pay all Fees payable to the Service Provider in accordance with the terms of this Agreement, other than those Fees which are in Dispute and withheld from payment in accordance with the provisions of Section 12.6 (*Disputed Payments*).

## ARTICLE 24 – DEFAULT AND TERMINATION

### 24.1 Service Provider Material Breach.

The Service Provider will be in material breach of its obligations under this Agreement upon the occurrence of any one or more of the following events (each a “**Material Breach**”):

- (a) an Event of Insolvency in respect of the Service Provider;
- (b) if the Service Provider ceases or threatens to cease to carry on business;
- (c) any direct or indirect assignment of this Agreement by the Service Provider contrary to the provisions of Section 27.2 (*Assignment by the Service Provider*);
- (d) there is, without the Approval of the Province, a corporate or other similar structural reorganization of the Service Provider except for those corporate or other similar structural reorganizations that:
  - (i) do not result in a direct or indirect assignment of this Agreement by the Service Provider contrary to the provisions of Section 27.2 (*Assignment by the Service Provider*), and
  - (ii) there is no increased risk of a breach of, or an actual breach of, the Personal Information Protection and Security Obligations, as determined by the Province in its sole discretion;
- (e) any disclosure of Personal Information pursuant to a Disclosure Order, where any director, officer or Manager of the Service Provider or its Subcontractors (or any other Person having similar authority to the foregoing) authorizes, permits or acquiesces in the disclosure of Personal Information pursuant to a Disclosure Order;
- (f) any storing, allowing access to, disclosure or use of Personal Information contrary to the provisions of *Freedom of Information and Protection of Privacy Act* (British Columbia) or Personal Information Protection and Security Obligations (without the prior written Approval of the Province as may be permitted under *Freedom of Information and Protection of Privacy Act* (British Columbia)); provided that, before the Province requires, in its sole discretion, that the occurrence thereof constitutes a “Material Breach” under this paragraph (f), the Province will have regard to all of the surrounding circumstances including, without limitation, the nature and significance of the breach, the compliance by the Service Provider and its Subcontractors (to the extent applicable) with the Province Policies and the Personal Information Protection and Security Obligations, whether such breach is an isolated occurrence and the bearing thereof on the significance of the breach, and the steps and actions taken by the Service Provider

(and its Subcontractors, to the extent applicable) to remedy or otherwise deal with the breach (including taking appropriate action against the Person or Persons involved) and the effectiveness and timeliness of such steps and actions so taken, and whether or not the Personal Information in questions has been successfully recovered and whether it was used in any unauthorized way prior to such recovery (it being understood that such consideration will in no way prevent or prohibit the Province from determining that such breach constitutes a “Material Breach”);

- (g) failing to report the disclosure of Personal Information that is referred to under paragraph (f) above to the Province, provided that the Service Provider will not have committed a Material Breach of this Agreement pursuant to this paragraph (g) until such time as an individual who is a director, officer, Manager or in a Key Position is aware, or ought to have been aware, of such unauthorized access, disclosure or use of Personal Information, and has been provided with reasonable opportunity to report such unauthorized access, disclosure or use to the Province;
- (h) taking action against an employee contrary to the provisions of **Schedule 13** (*Personal Information Protection and Security Obligations*) which affords whistleblower protection to employees, provided that:
  - (i) where the Service Provider disputes that it has taken action against an employee contrary to **Schedule 13** (*Personal Information Protection and Security Obligations*), the Service Provider will not have committed a Material Breach of this Agreement as a result thereof until such matter is determined as between the Service Provider and the employee by an agreement in writing, or as a result of an arbitration or court proceeding, as the case may be, where all appeals with respect thereto have been exhausted, or the time to file an appeal has expired without a notice of appeal having been filed, as the case may be, and provided that the Service Provider is proceeding reasonably with respect to any dispute with such employee, and
  - (ii) in connection therewith, the Province will have regard to all of the surrounding circumstances leading up to any such actions taken by the Service Provider against the employee, including any use of the whistleblower protection provisions by such employee in order to prevent any disciplinary actions being taken by the Service Provider against such employee for other reasons;
- (i) the occurrence of an Service Level Termination Event;
- (j) any theft, fraud or other misappropriation of Province funds by the Service Provider, its Personnel or its Subcontractors or their External Personnel;
- (k) any matter that is described in this Agreement as constituting a “Material Breach” for which no cure period is provided, and if a cure period is provided, then upon the failure of the Service Provider to rectify such breach within the applicable cure period therefor, or where such breach is not capable of being rectified within such cure period, then if the Service Provider fails to take or continue to take such steps and actions as may be necessary to rectify such breach, and in either case, to the satisfaction of the Province; or
- (l) if the Service Provider breaches or defaults in the performance of any of its other material obligations under this Agreement (other than a Service Level), which has an

adverse effect upon the Province, and the Service Provider fails to rectify such breach within thirty (30) days (or such longer period as may be agreed to by the Province on a case-by-case basis) of its receipt of a written notice from the Province requesting it to do so, or where such breach is not capable of being rectified within thirty (30) days (or such longer period as may be agreed to by the Province on a case-by-case basis), the Service Provider fails to take or continue to take such steps and actions as may be necessary to rectify such breach, and in either case, to the satisfaction of the Province.

#### 24.2 Remedies of the Province.

Without the requirement for the Province to resort to the Dispute Resolution Process under Article 23 (*Dispute Resolution*) and without limiting any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement, upon the occurrence of a Material Breach, the Province may invoke any one or more of the remedies set forth in **Schedule 21** (*Remedies for Material Breach*).

#### 24.3 Material Breach by Province.

The Province will be in material breach of its obligations under this Agreement (a “**Province Material Breach**”) if the Province fails to pay when due, subject to Sections 12.5 (*Right of Set-Off*) and 12.6 (*Disputed Payments*), an amount in excess of seven hundred and eighty-one thousand, two-hundred and fifty dollars (\$781,250.00) payable by the Province to the Service Provider pursuant to this Agreement that has not been subject to a Dispute (or an agreement between the Parties in settlement of a Dispute, whether through arbitration, mediation or otherwise), and the Province fails to rectify such failure within sixty (60) days of its receipt of a written notice from the Service Provider of such failure, such notice to state in detail the nature and specifics of the failure. The Service Provider may extend such sixty (60) day period, in its sole discretion, for such additional period of time upon written notice of such extension to the Province.

#### 24.4 Remedies of the Service Provider.

Without the requirement for the Service Provider to resort to the dispute resolution process under Article 23 (*Dispute Resolution*) and without limiting any other rights or remedies that the Service Provider may have at law, in equity, or as otherwise set forth in this Agreement, upon the occurrence of Province Material Breach, the Service Provider may immediately terminate this Agreement by the delivery of a Termination Notice to the Province, in which case the provisions of Section 24.7 (*Termination Fees*) will apply.

#### 24.5 Termination by Province for Convenience.

Notwithstanding any other provision contained in this Agreement, the Province may terminate this Agreement for convenience (for any reason or for no reason) on not less than:

- (a) thirty (30) days prior written notice to the Service Provider where there are no Active Student Records at the time of providing such notice; and
- (b) six (6) months prior written notice to the Service Provider where there are Active Student Records at the time of such notice, at any time during the Term. The Termination Date will be the Termination Date stated in the notice of termination, which date will occur before the expiry of the foregoing notice periods.

#### 24.6 Termination Notice.

Any Termination Notice from one Party to the other under this Agreement will specify the Termination Date, the grounds of termination (if applicable), the reasonable particulars of the surrounding circumstances giving rise to the grounds of termination, and if the Party providing the Termination Notice is the Province, whether any Termination Services will be required by the Province.

#### 24.7 Termination Fees.

The responsibilities of the Parties for termination fees in connection with the Termination of this Agreement are set out in **Schedule 22** (*Termination Fees*).

### ARTICLE 25 – TERMINATION SERVICES

#### 25.1 Termination Services.

Commencing upon the first to occur of the delivery of a Termination Notice and thirty-six (36) months before the expiry of the Initial Term (in circumstances where the Agreement is not being renewed under Article 2 (*Agreement Term and Renewal*), or the Renewal Term as the case may be, and ending upon the earlier of the completion of the Termination Services or up to twenty four (24) months after the Termination Date, as such period may be extended pursuant to Section 25.5 (*Extension of Termination Services*) (the “**Termination Assistance Period**”), the Service Provider will provide the Province with the following services to facilitate the Province’s repatriation of the Services or the orderly transition and migration of the Services to Alternative Service Provider, as the case may be, in an orderly, effective and efficient manner, and with minimal disruptions or adverse effect to the delivery of the Services (collectively, the “**Termination Services**”):

- (a) if the Province intends to consider the use of an Alternative Service Provider, upon the Province’s request, assistance to the Province with respect to its describing the Services that will be the subject of a competitive procurement process, bid specification or similar document in respect of the Services provided that if the Parties do not enter into a Renewal Agreement, or if the Province does not provide the Service Provider with a notice of its intention to renew pursuant to Section 2.5 (*Renewal Notice*), then the Service Provider will provide the Province with the services referred to in this paragraph (a) immediately following a request therefor from the Province, notwithstanding that such request may be given by the Province earlier than the times referred to above in this Section 25.1 (*Termination Services*);
- (b) cooperation with and assistance to the Province or the Alternative Service Provider in order to facilitate the transfer of the Services to the Province or the Alternative Service Provider, as the case may be, in an orderly, effective and efficient manner and without any material interruptions or adverse effects to the Services so transferred;
- (c) answers to all reasonable questions from the Province or the Alternative Service Provider regarding the Services;
- (d) copies of:
  - (i) the Documentation in electronic format, hard copy or both, as may be requested by the Province including, without limitation, a current listing and copies of all

documented operational processes and procedures relating to the provision of the Services as outlined in the Documentation, and

- (ii) detailed lists and descriptions of all Services then being provided (including volumes, Achieved Service Levels, up-to-date process maps, workflow charts, and other available policy and procedure documentation), technical information and technical descriptive documentation, and documentation of current configurations, to the extent not already included in the Documentation;
- (e) detailed descriptions of the Systems and systems interfaces used in the delivery of the Services sufficient to permit the Province or the Alternative Service Provider to assume control of the provision of the Services or to obtain and implement functional replacements therefor;
- (f) assistance with appropriate testing of the Province's transition and migration procedures;
- (g) the performance of the Service Provider's obligations under the Termination Assistance Plan;
- (h) otherwise provide assistance and information requested by the Province in order to enable the smooth transition of the management of the applicable Services from the Service Provider to the Province or the Alternative Service Provider; and
- (i) those matters referred to in Section 25.2 (*Termination Assistance Plan*), and Section 25.6 (*Additional Termination Arrangements*).

The specific Termination Services to be provided by the Service Provider, including the Termination Services in respect of the foregoing, will be described more fully in the Termination Assistance Plan.

## 25.2 Termination Assistance Plan.

As part of the Termination Services, the Service Provider will develop and deliver a mutually agreed to termination assistance plan for the transition of the Services from the Service Provider to the Province or to the Alternative Service Provider, as the case may be, in the manner set forth in this Article 25 (*Termination Services*) (the "**Termination Assistance Plan**"). For purposes thereof, the Service Provider will develop the framework for the Termination Assistance Plan on or before September 30, 2014. The framework for the Termination Assistance Plan will be reviewed by the Parties through the Governance Process on an annual basis. As part of the Termination Services, immediately upon the commencement of the Termination Assistance Period, the Service Provider will, in consultation with the Province and such other persons as the Province may direct, commence in good faith and with all reasonable diligence to develop the complete Termination Assistance Plan based upon the framework described above, and setting out in detail the specific tasks to be accomplished by each Party, and a schedule pursuant to which the tasks are to be completed. Such Termination Assistance Plan will, at a minimum, provide for the following:

- (a) a communications plan for Personnel, Subcontractors and other interested parties;
- (b) details of the reversion or transfer of the applicable Systems, the Personal Information, the Province Records, other Province Confidential Information, Province Proprietary

Software and other materials and information to which the Province is entitled upon the termination or the expiry of this Agreement;

- (c) a plan for the transfer of incomplete IM/IT projects, if any;
- (d) a plan for the transfer of tangible personal property and the transfer or assignment of applicable contracts;
- (e) support for Systems and Software testing to be carried out by the Province or the Alternative Service Provider in connection with the transfer or licensing of any Systems and Software;
- (f) employee training;
- (g) any modifications to the Services to be provided during the Termination Assistance Period and the date or dates on which responsibility for the provision of the Services or portions thereof are to be transferred to the Province or the Alternative Service Provider;
- (h) any modifications to the Fees to take into account the planned reduction in Services and any increased or decreased costs associated with providing reduced Services over time that are agreed to in accordance with Section 25.3 (*Quality of Services*);
- (i) processes, methods and timelines in respect of the delivery of the Termination Services; and
- (j) the anticipated conclusion date for the completion of the Termination Services;

The Parties will monitor the performance of the Termination Services and the Termination Assistance Plan on a regular basis through the Governance Process. The Parties agree to provide to each other reasonably sufficient information to create or update the Termination Assistance Plan as required in accordance with the terms of this Agreement. The Parties will revise and update the Termination Assistance Plan from time to time during the Termination Assistance Period.

### 25.3 Quality of Services.

The quality and level of performance of the Services by the Service Provider during the Termination Assistance Period will meet the applicable Service Levels then in effect. The Service Provider will not be required to meet the Service Levels with respect to any Services provided during that part of the Termination Assistance Period that occurs after Termination, except as may otherwise be agreed between the Parties through the Governance Process in the completion of the Termination Assistance Plan. The Service Provider will continue to provide the Services during the Termination Assistance Period unless the Province expressly requests the permanent or temporary discontinuation thereof (or a portion thereof). Any permanent or temporary discontinuation of the Services or any part thereof will be set out in the Termination Assistance Plan, or otherwise implemented through the Change Order Process.

### 25.4 Charges for Termination Services.

During the Term, the Service Provider will provide the Termination Services, to the extent possible, in the ordinary course of its delivery of the Services at no additional cost or charge to the Province, using all available Personnel and External Personnel. Any Termination Services delivered during the Term that have a material impact on the delivery and performance of the other Services will be addressed in the

manner set forth in Article 5 (*Change Order Process*). After the Term, all Termination Services will be provided at the Standard Time and Materials Rates or Cost-Only Time and Materials Rates, as applicable, in accordance with a budget jointly prepared by the Parties and forming part of any Termination Assistance Plan and based upon the following:

- (a) where the Termination is as a result of the expiry of the Initial Term or the Renewal Term, as the case may be, the Standard Time and Material Rates will apply; and
- (b) in all other cases of Termination, the Cost-Only Time and Material Rates will apply.

#### 25.5 Extension of Termination Services.

If the Province is unable to complete the transition of Services to the Province or the Alternative Service Provider, as the case may be, by the end of Termination Assistance Period, then upon not less than thirty (30) days prior written notice to the Service Provider, the Province may elect to extend the Termination Assistance Period for up to six (6) months beyond the then-effective date of the expiry of the Termination Assistance Period.

#### 25.6 Additional Termination Arrangements.

Without limiting the provisions of this Article 25 (*Termination Services*), if this Agreement is Terminated for any reason, then the Service Provider will, effective on the completion of the Termination Services or such other date as may be agreed to between the Parties or as otherwise contemplated in this Article 25 (*Termination Services*):

- (a) peacefully leave and cause its Personnel and External Personnel to peacefully leave any Province facilities made available to the Service Provider in connection with providing the Services under this Agreement, and return to the Province and cause its Personnel and External Personnel to return all keys and access cards to such applicable facilities; and
- (b) deliver to the Province all Documentation and other files, records and documents relating to the Services and all Province Confidential Information in whatever format, form, condition or media which are then in the possession or control of the Service Provider, or, at the request of the Province, destroy any Province Confidential Information and provide the province with confirmation of the same.

#### 25.7 Equitable Remedies of the Province.

The Service Provider acknowledges that the Province would suffer irreparable harm if the Service Provider breached (or attempted or threatened to breach) its obligations to provide Termination Services to the Province in accordance with and pursuant to the terms of this Agreement. In such event, the Province may proceed directly to a court of competent jurisdiction without having to exhaust or utilize the Dispute Resolution Process set forth in Article 23 (*Dispute Resolution*). If such court should find that the Service Provider has breached (or attempted or threatened to breach) any such obligations, then the Service Provider will not, without any additional findings of irreparable injury, harm or other conditions to injunctive relief, oppose the entry of an appropriate order compelling performance by the Service Provider and restraining the Service Provider from any further breaches (or attempted or threatened breaches) of its obligation to provide Termination Services hereunder.



## 25.8 Other Liabilities.

For greater clarification, in no event will the Province or the Alternative Service Provider assume or be liable for, and the Service Provider hereby agrees to indemnify the Province and any Alternative Service Provider from and against, any liabilities or obligations of the Service Provider not expressly assumed under this Agreement or in any other written agreement signed by the Province or the Alternative Service Provider, as the case may be.

## ARTICLE 26 – FORCE MAJEURE AND LABOUR DISRUPTION

### 26.1 Notice of Force Majeure Event.

If either Party is prevented from, or delayed in performing any of its obligations under this Agreement as a result of a Force Majeure Event, or in anticipation of the occurrence of a Force Majeure Event, then the Party claiming the Force Majeure Event (or anticipation of the Force Majeure Event) will promptly notify the other Party by telephone (which does not include, for greater clarification, leaving a voice mail message). That Party will also provide the other Party with a follow up written notice within two (2) Business Days of such Party becoming aware of the potential non-performance or delay, of the particulars of the Force Majeure Event (or anticipation of the Force Majeure Event) including details of the nature of the event, its expected duration and the obligations under the Agreement that will be affected by the Force Majeure Event (or anticipation of the Force Majeure Event). The Party claiming the Force Majeure Event (or anticipation of the Force Majeure Event) will continue to furnish reasonable reports with respect thereto to the other Party on a timely basis during the continuance of the Force Majeure Event. The notice requirements of this Section are in addition to any notices that may be required pursuant to Article 14 (*Service Continuity*).

### 26.2 Mitigation of Force Majeure Event.

Where a Party becomes aware of the occurrence of an event, condition or circumstance that could reasonably be expected to cause such Party to claim a Force Majeure Event, then that Party will use reasonable efforts to prevent or avoid such event, condition or circumstance developing into a Force Majeure Event, to the extent possible. Failing prevention of the occurrence of such Force Majeure Event by the use of such efforts, the Party claiming the Force Majeure Event will, during the continuance of such Force Majeure Event, use reasonable efforts to mitigate and minimize the effect of such Force Majeure Event, to reduce and minimize any ensuing delay or interruption in the performance of its obligations under this Agreement, and to recommence performance of its obligations under this Agreement whenever and to whatever extent possible and without delay. For greater clarification, where a Force Majeure Event affects performance of the obligations of both Parties under this Agreement, then both Parties may claim the same Force Majeure Event for purposes of this Article 26 (*Force Majeure and Labour Disruption*). Notwithstanding the foregoing, upon the occurrence or expected occurrence of a Force Majeure Event, the Service Provider will forthwith implement the Service Continuity Plan.

### 26.3 Application of Service Continuity Plan.

Upon the occurrence or expected occurrence of a Force Majeure Event, if:

- (a) the Service Provider forthwith implements the Service Continuity Plan as contemplated in accordance with the terms thereof; and

- (b) provided that the Service Continuity Plan complies with the requirements of, and the Service Provider has performed all of its obligations under, Article 14 (*Service Continuity*);

then to the extent that the Service Continuity Plan does not contemplate the particular Force Majeure Event in question or otherwise provide remedies that adequately address the same, the provisions of Section 26.4 (*Consequences of Force Majeure Event*) will apply.

#### 26.4 Consequences of Force Majeure Event.

Subject to the provisions of Section 26.3 (*Application of Service Continuity Plan*), during the occurrence of a Force Majeure Event, the obligations of the Party claiming the Force Majeure Event will be suspended, but only to the extent that such Party's obligations cannot be performed or are delayed as a result of the Force Majeure Event, and such Party will not be considered to be in breach or default under this Agreement for the period of such occurrence. The suspension of performance will be no greater in scope and of no longer duration than is reasonably required to adjust for effects of the Force Majeure Event, to the extent reasonably possible to do so. For greater clarification, no obligation of either Party that existed prior to the Force Majeure Event causing the suspension of performance will be excused as a result of the Force Majeure Event, unless such obligation is a continuing obligation, the performance of which is affected by the Force Majeure Event. During any Force Majeure Event, the Province may, in its discretion, exercise any one or more of the following remedies:

- (a) during the period of time such Force Majeure Event remains in effect, not pay that portion of the Fees in respect of any Services so affected by the Force Majeure Event; and
- (b) procure or otherwise obtain alternative services from any Person in replacement for or substitution of the affected Services during the period of time that the Force Majeure Event remains in effect, and for greater clarification, includes right of the Province to use the Fees so withheld from the Service Provider in accordance with paragraph (a) above to pay any such other Person for the alternative services; and
- (c) if the Force Majeure Event remains in effect for more than sixty (60) days, terminate the Agreement on a no-fault basis, in accordance with the Termination Notice, in which case the provisions of Section 24.7 shall apply.

#### 26.5 Establishing a Force Majeure Event.

The Party claiming that a Force Majeure Event has occurred will bear the burden of proving the existence of such a Force Majeure Event and the consequences of such event.

#### 26.6 Labour Disruption.

In the event of an occurrence or potential occurrence of a Labour Disruption preventing or delaying the performance of the obligations of the Service Provider under this Agreement, the Service Provider will:

- (a) promptly notify Province by telephone of the particulars of the Labour Disruption including details of the nature of the Labour Disruption, its expected duration and the obligations of the Service Provider under this Agreement that will be affected by such Labour Disruption; and

- (b) continue to furnish reasonable reports with respect to the status of the Labour Disruption to the Province on a timely basis during the continuance of the Labour Disruption.

In respect of the foregoing notice to the Province, the Service Provider may leave a voicemail message with the Province if necessary, but such voicemail message will not be deemed to be notice until actual voice contact is made, and the Service Provider will follow-up with written notice within three (3) Business Days of any verbal contact. Prior to claiming a Labour Disruption, the Service Provider will use its reasonable efforts to prevent or avoid the Labour Disruption, but not to the extent that the Service Provider would suffer substantial harm to its own commercial interests.

#### 26.7 Effect of Labour Disruption.

A failure to provide any Services as a result of a Labour Disruption will not give rise to a Material Breach under this Agreement provided that the Service Provider continues to perform and provide the disrupted Services as soon as possible and continues to so use such efforts until the affected Services are restored.

#### 26.8 Other Remedies.

During a Labour Disruption, the Province may, in its discretion, exercise any one or more of the following remedies in respect of the Services:

- (a) not pay the Fees in respect of such other Services so affected (other than direct additional costs incurred by the Service Provider related to a partial delivery of such Services) during the period of time that the Labour Disruption remains in effect and such Services are disrupted or delayed; and
- (b) procure or otherwise obtain alternative services from any Person in replacement for or substitution of the affected Services during the period of time that the Labour Disruption remains in effect and such Services are disrupted or delayed, and to off-set or deduct any costs thereof that are in excess of the Fees withheld pursuant to paragraph (a) above against any other Fees payable to the Service Provider under this Agreement..

### ARTICLE 27 – ASSIGNMENT

#### 27.1 Assignment by Province.

The Province may assign at any time, in its sole discretion, and without the Approval of the Service Provider but upon prior written notice, this Agreement in whole or in part, or sublicense any right or benefit set forth in this Agreement to any government, public sector or Crown entity, body or authority within British Columbia. Nothing in this Section will limit, or be deemed to limit, any rights granted in this Agreement with respect to Alternative Service Providers.

#### 27.2 Assignment by Service Provider.

The Service Provider will not, either directly or indirectly, in whole or in part, assign this Agreement or any rights, duties, obligations or interests of the Service Provider under this Agreement, without the prior written consent of the Province, which consent may be given or withheld in the sole and absolute discretion of the Province. For the purpose of this Agreement, for clarity, the following will be deemed to be an assignment:

- (a) the amalgamation of the Service Provider with any other entity;

- (b) an assignment by operation of law (including assignments by operation of law as a result of amalgamations); and
- (c) a sale of all or substantially all of the assets or undertaking of the Service Provider.

Any attempt by the Service Provider to so assign all or any part of this Agreement or any of the Service Provider's rights, duties, obligations or interests under this Agreement, without the prior written consent of the Province, will be null and void and without effect, and will constitute a Material Breach of this Agreement under Subsection 24.1(k) (*Service Provider Material Breach*), giving rise to the right of the Province to terminate this Agreement. For greater clarification, at no time will the Province consent to any assignment where such assignment could in any manner expose any Personal Information to any increased risk of access, use or disclosure contrary to the terms of this Agreement. Notwithstanding the foregoing, the Subcontracting by the Service Provider of any of its rights, duties, obligations or interests under this Agreement in accordance with the provisions of Article 9 (*Subcontractors*) will not constitute or be deemed to constitute an assignment under this Section 27.2 (*Assignment by Service Provider*).

## ARTICLE 28 – CONTRACTUAL RELATIONSHIP

### 28.1 Relationship of the Parties.

Except as otherwise set forth in this Agreement:

- (a) nothing in this Agreement will be construed to grant the Service Provider any right to act as an agent for or on behalf of the Province, including with respect to the Province Customers, the customers of the Services, third parties or any other Person; and
- (b) the Service Provider has no authority to bind, and will not bind or purport to bind, the Province with respect to any such Province Customers, customers, third parties or any other Person with respect to the performance of the Services or any matter relating to the Services, without the express Approval of the Province.

For greater clarification, the use by the Service Provider of the Province Marks in performing the Services under this Agreement, will not be, or be deemed to be, an act of the Service Provider (or its Affiliates, as applicable) as agent for and on behalf of the Province, and in all such cases the Service Provider (or its Affiliates, as applicable) will be, and will be deemed to be, acting on its own behalf, in its own right and as an independent contractor. The Service Provider expressly agrees not to act or to purport to act as agent for and on behalf of the Province, and not to bind or to purport to bind the Province, unless authorized to do so by express and prior Approval of the Province.

### 28.2 No Partnership or Joint Venture.

This Agreement establishes, and will only be construed as establishing, a contract between unrelated business entities for the provision of certain services, and does not and will not be construed or deemed to create or constitute a partnership or joint venture relationship between the Parties. Each Party hereby expressly disclaims any intention to create a partnership or a joint venture with respect to the subject matter of this Agreement. Each Party will be independently and solely responsible for all obligations arising in connection with its own employees (including any obligations incumbent upon such Party as an employer, such as the payment of benefits, and the withholding and remittance of applicable source deductions, in respect of its employees).

### 28.3 Conflict of Interest.

At no time during the Term will the Service Provider or its Personnel directly or indirectly engage in any activity, business or undertaking that could create a conflict of interest or perceived conflict of interest with the Province in respect of all or any part of the Services (it being acknowledged by the Parties that the different economic interests of the Parties in and of itself will not be deemed to be a conflict of interest under this Section). In connection therewith, the following provisions will apply:

- (a) where the Service Provider becomes aware of any act, omission or event that could be construed as creating a conflict of interest or a perceived conflict of interest in respect of all or any part of the Services, or where the Service Provider is uncertain as to whether or not a conflict of interest or a perceived conflict of interest could exist in a particular situation, the Service Provider will immediately notify the Province of the same;
- (b) the Service Provider will abide by any direction given by the Province in respect of any such act, omission or event, except where the Service Provider reasonably disagrees with such direction from the Province, in which case such matter will be deemed to be a Dispute and will be resolved in accordance with the Dispute Resolution Process;
- (c) if such Dispute is settled by arbitration, then the Dispute will be determined by the arbitrator (or arbitrators) in accordance with any Province Policies or processes demonstrably utilized or held by the Province in respect of conflicts of interest;
- (d) the Province retains the right to prohibit any Person (including any Subcontractor or Supplier to of the Service Provider) from taking any action, delivering any Services or otherwise participating in any manner with respect to the Services or to this Agreement where the Province determines, in its sole opinion, that such Person's current or past corporate or other interests may give rise to a conflict of interest in connection therewith; and
- (e) any determination or direction by the Province in respect of paragraph (d) above will be based upon such information as the Province, in its sole discretion, determines to be relevant.

### 28.4 Code of Conduct and Standards.

The Service Provider will at all times comply, and will cause its Personnel to comply, with the Service Provider code of conduct policy, a copy of which is attached to this Agreement as **Schedule 23** (*Service Provider Code of Conduct*), as such policy is revised from time to time upon written notice to the Province. The Service Provider will also require its Personnel to conduct themselves in a manner consistent with the "conflicts of interests" guidelines as set forth in the *Standards of Conduct for Public Services Employees* (British Columbia), a copy of which has been provided by the Province to the Service Provider, as such standard is revised by the Province from time to time upon notice to the Service Provider (but excepting out compliance with any such revised standards that could reasonably result in adverse labour relations between the Service Provider and those of its Personnel who are governed by a collective agreement then in force). Should there be a conflict or inconsistency between the Service provider code of conduct policy and the Province's the *Standards of Conduct for Public Services Employees* (revised from time to time as previously provided), then the higher or more stringent code of conduct, policy or standard will govern.

28.5 Province's Conflict of Interest Policy.

The Service Provider represents, warrants and covenants that none of its members or employees has given, and nor will they give, any commissions, payments, kickbacks, lavish or excessive entertainment, or other inducements of more than minimal value in any form to any employee or agent of the Province in connection with this Agreement. The Service Provider acknowledges that the giving of any such inducements or gifts is strictly in violation of the Province's policy on conflicts of interest, and may result in cancellation of this Agreement and all future contracts between the Parties. The Service Provider acknowledges that it has read the Province's policy on conflicts of interest, and it agrees that it will abide by such policy during the Term, as such policy is revised from time to time upon reasonable notice to the Service Provider.

**ARTICLE 29 – MISCELLANEOUS**

29.1 Notice.

Unless specifically provided otherwise in this Agreement, including through the Governance Process, wherever any notice, communication, demand, invoice, Approval or other document is required or permitted to be given, sent or delivered by one Party to another under this Agreement, then it will be in writing and may be delivered personally, by facsimile or sent by a recognized courier service (and for greater clarification, no notice, demand or Approval required or permitted to be given under this Agreement will be, or be deemed to be, effective or delivered if given by email). Any such notice, communication, demand, invoice, Approval or other document so personally delivered or sent by facsimile or courier will be deemed to be given when actually received and will be addressed as follows:

To the Province:

The Province of British Columbia  
Ministry of Education

*(if by courier)*  
620 Superior Street  
Victoria, BC V8V 1V2

*(if by mail)*  
P.O. Box 9592 Stn Prov Gov't  
Victoria, BC V8W 9K4

Attn: Director, Business Management  
Fax: (250)356-0171

With a copy to:

Ministry of Justice  
PO Box 9280 Stn Prov Govt  
Victoria, BC V8W 9J7

Attn: Brian Dorrian, Legal Counsel  
Fax: (250) 952-7518

To the Service Provider:

Fujitsu Consulting (Canada) Inc.  
Suite 300, 880 Douglas Street  
Victoria, British Columbia  
V8W 2B7

Attn: Delivery Manager Victoria Location  
Fax: (250) 479-0608

With a copy to:

Fujitsu Consulting (Canada) Inc.  
1600 – 155 University Avenue  
Toronto, Ontario  
M5H 3B7

Attn: Jeremy Barry, Senior Vice President, General Counsel & Secretary  
Fax: (416) 594-2005

Either Party may change its address or facsimile number for notices upon giving prior written notice of the change to the other Party in the manner provided above.

29.2 Appropriation and Approvals.

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Service Provider under this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (British Columbia), to enable the Province to make that payment; and
- (b) Treasury Board, as defined in the *Financial Administration Act* (British Columbia), not having controlled or limited, under the *Financial Administration Act* (British Columbia), expenditure under any appropriation referred to in paragraph (a) above.

29.3 Severability.

If any provision contained in this Agreement or its application to any Person or circumstance will, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected, and each provision of this Agreement will be separately valid and enforceable to the fullest extent permitted by law. In addition, any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. In respect of any provision determined to be unenforceable or invalid in a court having competent jurisdiction, the Parties agree to negotiate in good faith to replace the unenforceable or invalid provision with a new provision that is enforceable and valid in order to give effect to the business intent of the original provision to the extent permitted by Applicable Law, and in accordance with the intent of this Agreement. For greater clarification, if the application of any provision

of this Agreement, either generally or in a particular situation, would require a Party to act in a manner contrary to Applicable Law, then such provision will be deemed to be stricken from this Agreement (either generally or in such particular situation, as appropriate), and the affected Party will not be in breach of the Agreement or liable for damages for complying with such Applicable Law.

#### 29.4 Entire Agreement.

This Agreement and the Schedules to this Agreement and all other documents or agreements referred to in this Agreement and the Schedules, constitute the entire agreement among the Parties with respect to the subject matter hereof, and cancel and supersede any other prior agreements, undertakings, declarations, commitments, representations, warranties, conditions, promises and understandings, whether written or oral, express or implied, statutory or otherwise among the Parties with respect to the subject matter of this Agreement.

#### 29.5 Amendments.

No term or provision of this Agreement may be amended except by written instrument signed by each of the Parties, by a Change Order as contemplated in Article 5 (*Change Order Process*), or by a unilateral notice of declaration given or made by one Party pursuant to the terms of this Agreement, in respect of a change or amendment that such Party is entitled to make under the terms of this Agreement without the requirement for the Approval of the other Party, if any.

#### 29.6 No Liens or Charges against Provincial Assets.

Except as expressly provided in this Agreement, the Service Provider covenants and agrees to protect and keep free of all assets used in the provision of the Services and assets of the Province from any and all Liens, other than interests of a lessor in any leased assets or Liens granted by any lessor in such leased assets. If any such Lien is filed, then the Service Provider will immediately notify the Province by providing a copy of the Lien claim, and will cause such Lien to be satisfied or otherwise discharged within ten (10) Business Days. If any such Lien is filed or otherwise imposed, and the Service Provider does not cause such Lien to be released and discharged forthwith, then the Province has the right, but not the obligation, to pay all sums necessary to obtain such release and discharge, or otherwise cause the Lien to be removed to the satisfaction of the Province, from funds retained from payment then due or thereafter to become due as Fees payable to the Service Provider under this Agreement.

#### 29.7 Waiver.

Failure by a Party to insist in any one or more instances upon the strict performance of any one of the terms, provisions or covenants contained in this Agreement will not be construed as a waiver or relinquishment of such term, provision or covenant. No consent or waiver, express or implied, by a Party to or of any breach or default by another Party in the performance by such other Party of any term, provision or covenant under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default such other Party under this Agreement. No waiver of any breach of any term, provision or covenant of this Agreement will be effective or binding unless made in writing and signed by the waiving Party.

#### 29.8 Further Assurances.

Each of the Parties will, from time to time, execute and deliver all such further documents and instruments and do all such further acts and things as the other Party may reasonably require to carry out or better evidence or perfect the full intent and meaning of this Agreement.



## 29.9 Obligations as Covenants.

Each obligation of a Party in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

## 29.10 Transaction Fees.

Each Party will be responsible for and pay its respective legal and accounting costs and other expenses incurred in connection with the preparation, execution and delivery of this Agreement and all other documents and instruments prepared, executed or delivered pursuant thereto or to this Agreement.

## 29.11 Survival.

Unless otherwise provided in this Agreement, the following provisions, including the obligations of the Service Provider and the Province thereunder will survive the expiration or termination of this Agreement:

- Section 1.4 (*Interpretation*);
- Section 1.5 (*Acting Reasonably*);
- Section 2.10 (*Termination Assistance*);
- Section 2.11 (*Effect of Termination*);
- Section 7.1 (*Service Provider Marks*);
- Section 7.2 (*Publicity*);
- Section 9.1 (*Responsibility for Subcontractors*);
- Section 11.1 (*Maintenance of Records*);
- Section 11.3 (*Custody of Province Records*);
- Section 11.4 (*Control of Province Records*);
- Section 11.5 (*Final Return of Province Records*);
- Section 11.7 (*Storage and Disposal of Records*);
- Section 11.8 (*Locations of Records*);
- Section 12.5 (*Right of Set-Off*);
- Section 12.6 (*Disputed Payments*);
- Section 13.2 (*Foreign Disclosures*);
- Section 13.6 (*Safeguarding Confidential Information*);
- Section 13.7 (*Permitted Disclosures and Use of Confidential Information*);
- Section 13.8 (*Province Permitted Disclosure*);
- Section 13.9 (*Exceptions to Obligations of Confidentiality*);
- Section 13.10 (*Disclosures Compelled by Law*);
- Section 13.11 (*Disclosure of Personal Information*);

- Section 13.12 (*Court Order Disclosure*);
- Section 13.13 (*Notification of Unauthorized Use of Confidential Information*);
- Section 13.14 (*Breach of Confidentiality*);
- Section 13.15 (*No Rights to Confidential Information*)
- Article 16 (*Intellectual Property and Proprietary Rights*)
- in respect of an audit conducted by the Province of the last Contract Year, Section 18.1 (*Access Rights*), Section 18.2 (*Examination and Copies*), Section 18.4 (*Audit Rights*), Section 18.5 (*Costs*), and Section 18.6 (*General Principles*);
- Section 19.3 (*FOIPPA Inspections*);
- Article 21 (*Indemnification and Liability*);
- Article 23 (*Dispute Resolution*);
- Section 24.7 (*Termination Fees*);
- Article 25 (*Termination Services*);
- Section 27.2 (*Assignment by Service Provider*);
- Section 29.11 (*Survival*);
- **Schedule 12** (*Fees*); and
- any other provisions of this Agreement which are required for the proper interpretation thereof.

In addition, any liabilities or obligations of either Party arising before Termination of this Agreement or arising out of the events causing such Termination, and any damages or other remedies to which a Party may be entitled under this Agreement, whether at law or in equity, arising from any breach of such obligations of a Party and any other provisions herein, the nature and intent of which is to survive Termination of this Agreement, will survive and will not be affected by the expiration or Termination of this Agreement.

#### 29.12 Language.

The Parties have agreed that this Agreement and all documents related to this Agreement will be drafted in the English language. Les parties aux présentes ont convenu que cette convention et tous les documents qui s'y rapportent soient rédigés en langue anglaise.

#### 29.13 Governing Law.

- (a) This Agreement will be governed by and construed in accordance with the laws, other than choice of law rules, of the Province of British Columbia. Any matter regarding the interpretation and application of this Agreement and all disputes arising under or in connection with this Agreement will, subject to Article 23 (*Dispute Resolution*), be within the exclusive jurisdiction of the courts of British Columbia, as stipulated in the following paragraph.
- (b) Subject to Article 23 (*Dispute Resolution*), the Parties irrevocably agree to and hereby accept and attorn to the exclusive jurisdiction of the Courts of British Columbia for any

and all Claims that they may have related in any way to this Agreement and its renewal or non-renewal, and all Disputes relating hereto or hereunder, and the Parties irrevocably covenant and agree not to commence any action or bring any Claim in any other forum whatsoever, be it domestic, foreign or international (including, but not limited to the *North American Free Trade Agreement*), relating in any way to this Agreement or its renewal or non-renewal or any Dispute relating hereto or hereunder.

- (c) The Parties further agree that, should any third party initiate any action under any of the dispute settlement provisions of the *World Trade Organization Agreement* or the *North American Free Trade Agreement* (including but not limited to Chapter Eleven thereof), in any way relating to this Agreement, then no Party will provide any assistance whatsoever (including, without limitation, financial assistance, access to documents and access to personnel) to such third party to pursue any such action. The Parties will also provide all reasonable assistance, one to the other, to defend against such third party claims.
- (d) The Service Provider, on its own behalf and on behalf of all others who may claim through it or under it, (collectively, the “**Service Provider Group**”) hereby covenants and agrees that, without the express written consent of the Province (which may be withheld for any cause, or without cause), none of the Service Provider Group will make any Claim or take any proceedings whatsoever concerned or related to any matter arising under or relating to this Agreement against any Person under Chapter Eleven of the *North American Free Trade Agreement*.
- (e) The Service Provider, on its own behalf and on behalf of the Service Provider Group, hereby specifically acknowledges that the provisions of this Section 29.13 (*Governing Law*) are fundamental to this Agreement. The Province has fundamentally relied upon the presence of all of these provisions and the Province would not have entered into this Agreement with the Service Provider without these provisions being included.

#### 29.14 Change of Law.

The Service Provider hereby acknowledges and agrees that its costs involved in performing its obligations under this Agreement are, in part, based upon governmental laws, regulations and policies in force at the time this Agreement was entered into and subsequently, and that such governmental laws, regulations and policies are subject to change without notice. Any such change could result in a material change in the Service Provider’s costs of performing its obligations under this Agreement. The Service Provider specifically acknowledges and agrees that:

- (a) any such change that has the effect of increasing the Service Provider’s costs of performing its obligations under this Agreement will not affect those obligations;
- (b) such actions will not constitute expropriation or be tantamount to expropriation at domestic or international law (including, but not limited, the *North American Free Trade Agreement*); and
- (c) such actions will not constitute grounds for asserting any other claim whatsoever under domestic law or any claim whatsoever under any international agreement (including, but not limited to, Chapter Eleven of the *North American Free Trade Agreement* and the *General Agreement on Trade in Services*).

#### 29.15 No Fettering of Legislative Authority.

The Service Provider expressly acknowledges and agrees that nothing in this Agreement will be construed as an agreement by the Province to restrict, limit or otherwise fetter in any manner the Province's ability to introduce, pass, amend, modify, replace, revoke or otherwise exercise any rights or authority regarding legislation, regulations, policies or any other authority of the Province.

#### 29.16 Procurement.

The Parties hereby acknowledge and affirm that this Agreement constitutes a "procurement" by the Province as that term is utilized in the *North American Free Trade Agreement* and the *General Agreement on Trade in Services*, and consequently:

- (a) *North American Free Trade Agreement* Articles 1102, 1103, 1107, 1106(1)(b), (c), (f), and (g), and 1106(3)(a) and (b) do not apply to this Agreement, by virtue of the *North American Free Trade Agreement* Articles 1108(7)(a) and 1108(8) (b);
- (b) *North American Free Trade Agreement* Chapter Twelve does not apply to this Agreement by virtue of Article 1201(2)(c);
- (c) the Services being procured under this Agreement are services supplied in the exercise of governmental authority for purposes of the *General Agreement on Trade in Services*; and
- (d) Articles II, XVI and XVII of the *General Agreement on Trade in Services* do not apply to this Agreement because, for purposes of Article XIII of that agreement, this Agreement constitutes a procurement by a governmental agency of services being purchased for governmental purposes and not with a view to commercial resale or with a view to use in the supply of services for commercial sale.

#### 29.17 Binding Effect.

This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

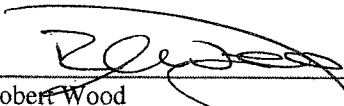
#### 29.18 No Third-Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any Person (other than the Parties and their successors and permitted assigns), and the indemnified parties who are expressly indemnified pursuant to the provisions of this Agreement, any rights, benefits or remedies of any kind or character whatsoever, and no Person will otherwise be deemed to be a third-party beneficiary under or by reason of this Agreement, unless specifically provided otherwise in this Agreement.

#### 29.19 Counterparts.

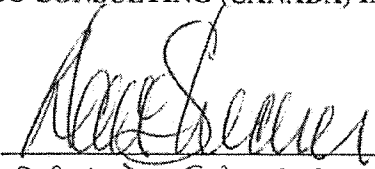
This Agreement may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together when delivered, by facsimile or .pdf transmission, will constitute one and the same instrument, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.

HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA,  
AS REPRESENTED BY THE MINISTER OF  
EDUCATION OR THE MINISTER'S  
AUTHORIZED REPRESENTATIVE:

  
Robert Wood  
Deputy Minister, Ministry of Education

FUJITSU CONSULTING (CANADA) INC.

(c/s)

By:   
Name: DAVID SHEARER  
Title: PRESIDENT & CEO


**HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA,  
AS REPRESENTED BY THE MINISTER OF  
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\_\_\_\_\_  
Robert Wood  
Deputy Minister, Ministry of Education

**FUJITSU CONSULTING (CANADA) INC.**

(c/s)

By: \_\_\_\_\_  
Name:  
Title:

## SCHEDULE 1

### DEFINITIONS

#### (Section 1.1)

**“Aboriginal”** means self-identified as being of Aboriginal ancestry and includes First Nation (both Status and Non-Status), on reserve and off reserve, Inuit and Métis.

**“Acceptance”** has the meaning given to it in Section 1 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2 and **“Accepted”** has the corresponding meaning.

**“Acceptance Criteria”** has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Acceptance Review and Testing”** has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Acceptance Review and Testing Period”** has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Acceptance Test Plan”** has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Access Subcontractor”** means a Subcontractor who has, or could have, access to Personal Information.

**“Achieved Service Levels”** means, in respect of any Service Level and for any measurement period, the standard and level of performance, as applicable, actually achieved by the Service Provider in respect of the particular Service Level for the measurement period in question.

**“Active Student Record”** means an active student record for a student in the Application where the “Active Flag” is set to “Active” and the student is enrolled in one or more current courses, except for Distributed Learning schools, where it means a student record for a student with the “Active Flag” set to “Active” and the student is enrolled in one or more current courses which have a date in the “Active Date” field.

**“Address”** means set of mailing instructions based on Canada Post addressing standards, which an address can be used for postal delivery.

**“Admission”** means the process of gathering and entering information about a student in order to enroll the student into a particular school or schools. A student may be admitted prior to enrolment for planning and scheduling purposes.

**“Adverse Impact”** has the meaning given to it in Section 5.5(g) (*Change Request Process*).

**“Affective Domain”** means a designation for measuring student work habits, citizenship, behavior, social/emotional skills, attitude, beliefs, and the spectrum of values and value systems.



**“Affiliate”** has the meaning given to it in the *Business Corporations Act* (British Columbia) and in addition, when used in connection with the Service Provider, includes any member of the Service Provider Group.

**“Agreement”** means this Master Services Agreement, all Schedules attached to this Master Services Agreement, as the same may be changed, modified, amended, supplemented or updated from time to time, including by way of Change Orders, or as otherwise permitted hereunder.

**“Alternative Service Provider”** means any Person or Persons designated by the Province from time to time as an alternative service provider for any or all of the Services, but only after such Person or Persons have been so designated by the Province as such.

**“Annual Operating Plan”** has the meaning given to it in Section 10.5 (*Annual Operating Plan*).

**“Annual Release Plan”** has the meaning given to it in Section 8 of Appendix 1 (*Description of Ongoing Services*) to Part 2 of Schedule 2.

**“Applicable Laws”** means all applicable laws, including any statute, regulation or by-law, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of any Canadian or Provincial Governmental Authority, in Canada or in any Province in Canada, which is binding on the Parties (or on one Party as applicable), and in effect from time to time or are otherwise applicable to the performance of the Services, but does not include any law, statute, regulation or by-law, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of a foreign jurisdiction outside of Canada.

**“Application”** means the software application for SIS that incorporates the Aspen software application licensed from Follett, and includes all components and additional software, including mobile applications required to enable access to the SIS using mobile devices, including smartphones and tablets.

**“Application Configurations”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Application Enhancement Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Application Enhancements”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Application Extension Documentation”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Application Extension Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Application Extensions”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Application Security Configuration and Implementation Summary”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Approval**” means, with respect to any matter, document, action or other thing to be consented to or otherwise approved, that the same action has the prior written approval of the Party in question, and “**Approved**” has a similar meaning.

“**Archive and Student Locator Component**” has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Archive and Student Locator Specifications**” has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Archive Database**” has the meaning given to it in Section 5 of Appendix 1 (*Description of Ongoing Services*) to Part 2 of Schedule 2.

“**Assessment**” means the process of assigning a measure and/or comment to an assessable item to document the results of a learning activity.

“**Assessment of Production Readiness Plan**” has the meaning given to it in Section 1 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Availability Management Plan**” has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Awareness Workshops**” has the meaning given to it in Section 2 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Baseline Application Configuration Report**” has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**BC Implementation**” means the implementation of the Application that is customized for British Columbia and the Yukon in accordance with this Agreement.

“**BCeID**” means an online ID and password that enables individuals, businesses and organizations to securely access multiple online BC government services with a single User ID and password.

“**BCeSIS**” means the student information system that is part of the Common Systems Initiative the Province that incorporates the eSIS software application from Administrative Assistants Ltd.

“**Billing Specifications**” has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Billing System**” has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Block**” means a code attached to a period of time within which a class is offered.

“**Board of Education**” means a corporation consisting of a board of school trustees constituted under the *British Columbia School Act* and may also include an authority that operates an Independent School or Band School.

**“Business Day”** means any day other than a Saturday, Sunday or a statutory holiday in the Province of British Columbia.

**“Canadian Entity”** has the meaning given to it in Section 13.4 (*Canadian Entities*).

**“Capacity Management Plan”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Catalogue Services”** has the meaning given to it in Section 2 of Part 3 (*Services As Needed*) of Schedule 2.

**“Catalogue Services Request Procedures”** has the meaning given to it in Section 3 of Part 3 (*Services As Needed*) of Schedule 2.

**“Catchment”** means a geographical area associated with a particular school.

**“Certificate of Completion for Application Readiness”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Certificate of Completion for Facility Readiness”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Certificate of Completion for Service Desk Readiness”** has the meaning given to it in Section 4 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Certificate of Completion of Start-up Services”** has the meaning given to it in Section 7 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Change Management Communication Plan”** has the meaning given to it in Section 2 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Change Management Plan”** has the meaning given to it in Section 2 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Change Order”** has the meaning given to it in Section 5.9 (*Change Orders*).

**“Change Order Process”** has the meaning given to it in Section 5.4 (*Change Request*).

**“Change Request”** has the meaning given to it in Section 5.4 (*Change Request*).

**“Changed Integrated Services”** has the meaning given to it in Section 11 of **Schedule 12** (*Fees*).

**“Claims”** means any and all claims, legal or other proceedings, suits, actions, causes of action, losses, damages, liabilities, costs and expenses (whether accrued, actual, contingent, latent or otherwise), and all reasonable legal fees suffered or incurred by a Person.

**“Communication Plan”** means the communications protocols and processes to be followed by the Service Provider in connection with any Communications to the Province Customers, or to other Persons, in connection with the Services and this Agreement, as more particularly described in **Schedule 7** (*Communications Plan and Processes*).

“**Compelled Party**” has the meaning given to it in Section 13.10 (*Disclosure Compelled by Law*).

“**Component Deliverable**” means a Deliverable expressly defined as such pursuant to this Agreement.

“**Confidential Information**” means the Province Confidential Information and/or the Service Provider Confidential Information, as the case may be.

“**Contaminant**” has the meaning given to it in Section 15.4 (*System Contaminants*).

“**Continuous Improvement Plan**” has the meaning given to it in Section 4 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Contract Year**” means each twelve (12) month period commencing on April 1 of a particular year and ending on March 31 of the immediately following year, except that the following will apply, as applicable:

- (a) the first “Contract Year” will be a partial “Contract Year” commencing on the Effective Date and ending on March 31, of the immediately following year; and
- (b) the final Contract Year will be a partial “Contract Year” commencing on April 1 in the final year and ending on Termination.

“**Control**” means the power or authority to manage, restrict, regulate or administer the use or disclosure of a Record.

“**Conversion Environment**” has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Corporate Control**” of a corporation or other entity is directly held by a Person where securities of the corporation or other entity to which are attached 50% or more of the votes that may be cast to elect directors or persons acting in a similar capacity of the corporation or other entity are directly held, other than by way of security only, by or for the benefit of such Person, and “**Corporately Controlled**” has corresponding meaning.

“**Corporate Structure**” has the meaning given to it in Section 13.3 (*Corporate Structure and Corporate Chart*).

“**Cost-Only Time and Material Rates**” means actual direct variable costs consistent with expense policies Approved by the Joint Executive Committee and actual direct verifiable labour costs comprised of salary and direct benefit costs, calculated as a daily rate, and in all cases, without any mark-up thereon.

“**Council**” has the meaning given to it in Section 3 Schedule 2 (*Services*).

“**Course**” a package of subject content, activities and resources designed to address specific prescribed learning outcomes and to assist students in acquiring knowledge, skills, attitudes and/or values.

**“Credit”** means the value attached to the knowledge, skills, and attitudes that most students can acquire.

**“Custody”** means to have physical possession and immediate responsibility for the safe-keeping, preservation and protection of a Record.

**“Data Centres”** means the Primary Data Centre and the Secondary Data Centre.

**“Data Conversion Component”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Data Conversion Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Data Exchange Component”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Data Exchange Documentation”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Data Exchange Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Deficiency”** means:

- (a) a misstatement or misrepresentation by the Service Provider in its reporting, accounting or record keeping pursuant to this Agreement;
- (b) a failure by the Service Provider to comply with the provisions of GAAP when required to do so;
- (c) a failure by the Service Provider to comply with the provisions of this Agreement (including the performance of the Services);
- (d) a failure by the Service Provider to comply with the Province Policies, Applicable Laws, or any other applicable requirements of regulatory bodies and authorities having competent jurisdiction (other than a failure to comply with a Disclosure Order);
- (e) the occurrence of any fraud, malfeasance or wilful misconduct by the Service Provider in the performance of the Services; or
- (f) any material deficiency identified in an audit report, a report prepared consistent with GAAP.

**“Deliverable Deficiencies”** has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Deliverables”** means all means all hardware, Software, Systems, Records, Documentation, Confidential Information, information, facilities and other materials provided, designed,

developed or delivered, or that result in the receipt of, the Services in accordance with this Agreement.

**“Direct Competitor”** means the following direct competitors of Follett relating to the products listed:

s.21

The Province and the Service Provider will review the list of Direct Competitors every six months and otherwise upon request of the Service Provider but not more frequently than four times each Contract Year. The Parties, acting in good faith, will revise the list of Direct Competitors to add any *bona fide* competitors (**“New Competitors”**) that have been identified to

- 7 -

the Parties by Follett and to delete any listed Direct Competitors identified by Follett as no longer competitors. Such review will include any successor to the Direct Competitors, including succession due to merger, acquisition, sale or other disposition of assets, name change, reorganization or consolidation (“**Successor Competitors**”). Notwithstanding the foregoing, New Competitors and Successor Competitors are companies (including affiliates) that generate a substantial or significant amount of its business by providing student information systems.

“**Directive**” has the meaning given to it in Section 8.4 (*Province Right to Issue Directives*).

“**Disaster**” means any event or circumstance that adversely affects or disrupts (or has the potential to adversely affect or disrupt) the Services, or the ability of the Service Provider or its Subcontractors to otherwise comply with the terms of this Agreement or to otherwise operate their businesses, whether within or outside the control of the Service Provider including, without limitation, any Force Majeure Event or Labour Disruption.

“**Disaster Recovery Plan**” means a plan that is part of the Service Continuity Plan which details the back-up and recovery procedures to be followed by the Service Provider in the event of a Disaster in respect of Systems supporting essential services.

“**Disclosure Order**” any orders, directives, rulings, requirements, judgments, injunctions, awards or decrees, decisions, or other requirements issued pursuant to any Foreign Disclosure Laws, or any directions or requests from any Affiliate of the Service Provider in respect of the same, and in each case, related to any Personal Information.

“**Dispute**” means a dispute, claim, question, difference or disagreement between the Parties arising out of or related to the Services or the Agreement.

“**Dispute Resolution Process**” means the informal and formal process established under Article 23 (*Dispute Resolution*) for the resolution of Disputes.

“**Distributed Learning**” means a form of learning where students use on-line resources and software supported by a teacher to complete fully accredited K-12 courses.

“**District Implementation Planning Toolkit**” has the meaning given to it in Section 2 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Document Deliverable**” means a Deliverable expressly defined as such pursuant to this Agreement.

“**Documentation**” means the Manuals and other documentation regarding the capabilities, implementation, installation, operation, application, use or method of performance of that which is being documented, including, as applicable and available, user manuals, business process maps, functional specifications, technical specifications, systems operations manuals, console operations manuals, linking instructions, error logs and reports, scripts, forms, templates, and other manuals and reports, whether in printed or electronic format.

“**Dogwood**” means a graduation certificate granted to students in the K-12 system that successfully complete Ministry specified secondary courses requirements in both foundation and selected studies.

**“Draft Service Continuity Plan”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“EARS”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Education Analytics Reporting System”** or **“EARS”** means the Province’s reporting solution known as such which provides access to student achievement data.

**“Effective Date”** has the meaning give to it in the first paragraph of this Agreement.

**“Embedded Code”** means, in connection with the Product, any Third Party Software Vendors’ code included in or executed in conjunction with the Product or other technology that is licensed to Follett from, and/or owned by, Third Party Software Vendors, including open source software and technology.

**“English Language Learning”** or **“ELL”** means instruction provided to assist students to become proficient in English and to prepare them to achieve the expected learning outcomes of the provincial curriculum. Designed for students whose use of English is sufficiently different from standard English that they require specialized language services in order to be successful in the BC school system.

**“Enrolment”** means the activation of an admitted student in a school at the point when that student begins to receive services.

**“ETL”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“ETL Component”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“ETL Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Event of Insolvency”** means the occurrence of any one of the following events regarding the Service Provider, and Persons who have Corporate Control of the Service Provider:

- (a) if such Person:
  - (i) other than in connection with a bona fide corporate reorganization which does not otherwise contravene this Agreement, is wound up, dissolved, liquidated or has its existence terminated or has any resolution passed therefor or makes a general assignment for the benefit of its creditors or a proposal under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including the *Bankruptcy and Insolvency Act* (Canada),
  - (ii) makes an application to the applicable court for a compromise or arrangement under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or



foreign, including the *Companies' Creditors Arrangement Act* (Canada), or

- (iii) files any written request, application, answer or other document seeking or consenting to any re-organization, arrangement, composition, re-adjustment, liquidation or similar relief for itself under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including any notice of intention to make a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada);
- (b) if a court of competent jurisdiction enters an order, judgment, or decree against such Person which approves or provides for any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution, winding up, termination or existence, declaration of bankruptcy or insolvency or similar relief with respect to such Person, under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally and such order, judgment, or decree remains un-vacated and un-stayed for an aggregate period of sixty (60) days (whether or not consecutive) from the date it is made;
- (c) if any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers is appointed for or with respect to such Person and that appointment remains in effect for an aggregate period of sixty (60) days (whether or not consecutive) from the date of the appointment; or
- (d) if an encumbrance or anyone acting on behalf of an encumbrancer takes possession of all or substantially all of the property of such Person and remains in possession for an aggregate period of sixty (60) days (whether or not consecutive) from the first date of the taking of possession.

**“Expedited Arbitration”** means an arbitration conducted in accordance with the provisions with Section 23.3 (*Expedited Arbitration*)

**“Extension”** has the meaning given to it in Section 2.7 (*One Year Extension*).

**“External Personnel”** has the meaning given to it in Section 8.10 (*General Principles Regarding Personnel*).

**“External Personnel Agreement”** has the meaning given to it in Section 9.5 (*Non-Disclosure Documents*).

**“Fees”** means the fees set out in **Schedule 12 (Fees)** that are payable by the Province to the Service Provider in consideration for the provision of the Services pursuant to the terms of this Agreement.

**“Final Payment”** has the meaning given to it in Section 4 of **Schedule 12 (Fees)**.

**“Follett”** means Follett of Canada Inc. and, to the extent reasonably implied by the context, includes, subject to Section 13.4 (*Canadian Entities*), the Affiliates of Follett of Canada Inc.

**“Force Majeure Event”** means the occurrence of one or more of the following events that is beyond the reasonable control of a Party, and that interferes with, delays or prevents performance of the obligations of a Party under this Agreement, provided that the non-performing Party is without fault in causing or failing to prevent such occurrence, and such occurrence cannot be circumvented through the use of reasonable alternative sources, workaround plans or other similar means (including, with respect to the Service Provider, by the Service Provider meeting its service continuity and disaster recovery obligations described in this Agreement), and includes the following:

- (a) explosions, fires, floods, earthquakes, catastrophic weather conditions or other elements of nature or acts of God;
- (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage;
- (c) failures or fluctuations in electrical power or telecommunication services or other similar public utilities; and
- (d) other events which the Parties expressly agree in writing as constituting a “Force Majeure Event”.

For greater clarification, a “Force Majeure Event” will specifically exclude: (1) any Labour Disruption; (2) lack of financial capacity; and (3) any non-performance or other similar failure on behalf of a Subcontractor or Supplier unless such non-performance or similar failure results from one or more of the events described in paragraphs (a) to (d) above that is beyond the reasonable control of the Subcontractor or Supplier, and that interferes with, delays or prevents performance of the obligations of the Subcontractor or supplier, provided that the non-performing Subcontractor or supplier is without fault in causing or failing to prevent such occurrence, and such occurrence cannot be circumvented through the use of reasonable alternative sources, workaround plans or other similar means.

**“Foreign Disclosure Laws”** means any laws, statutes, by-laws, treaty, directive, policy having the force of law, order, judgment, injunction, award, decree or other similar matter of any government, legislature (or similar body), court, governmental department, commission, board, bureau, agency, instrumentality, province, state, territory, association, county, municipality, city, town or other political of governmental jurisdiction, whether not or in the future constituted, outside of Canada, that may require, request, or otherwise demand access, use or disclosure of Personal Information, whether to intercept or obstruct terrorism, or for any other reason.

**“Foreign Employed Individual”** means an individual who has entered into an employment agreement or other similar agreement for the provision of personal services thereunder, whether express or implied by law, with a Person that is not a Canadian Entity.

**“Form 1701”** means a regular submission of student data from School Districts to the Ministry; used for determining allocation of funds to School Districts, for tracking student movement between schools and between School Districts, and for monitoring enrolment trends in programs.

**“French Immersion”** means an education program designed for non-francophone students that provides instruction of basic curriculum primarily in French.

“**GAAP**” has the meaning given to it in Section 1.6 (*Accounting Policy*).

“**Governmental Authority**” means any court or governmental department, commission, board, bureau, agency, or instrumentality of Canada, or of any province, state, territory, county, municipality, city, town, or other political jurisdiction, whether domestic or foreign, and whether now or in the future constituted or existing, having competent jurisdiction over the business that is the subject of the Services or over any Party to this Agreement.

“**Governance Process**” means the interactions between the Parties through the established governance channels and processes described in **Schedule 8** (*Governance*), as applicable.

“**GPA**” means a measurement that represents the overall achievement of a student for a reporting period by assigning a specific value to each course mark and calculating the average.

“**GST**” means the tax imposed under Part IX of the *Excise Tax Act* (Canada), as the same may from time to time be amended or replaced.

“**Impact Assessment**” has the meaning given to it in Subsection 5.8(d)(i) (*Implementation of Mandatory Changes*).

“**Implementation Completion Date**” means the date that all Deliverables and activities for all School Districts (which had been identified by the Province for migration to the SIS) in respect of the Implementation Services have been delivered and completed.

“**Implementation TM Accounting**” has the meaning given to it in Section 12 of **Schedule 12** (*Fees*).

“**Inactive Student Record**” means a Single Student Record in SIS for a student whose PEN has been withdrawn from a school and who has not been subsequently re-admitted to that school or admitted to another school at the relevant time.

“**Indemnified Party**” has the meaning given to it in Subsection 21.3(a) (*Third Party Claim Process*).

“**Indemnifying Party**” has the meaning given to it in Subsection 21.3(a) (*Third Party Claim Process*).

“**Individual Education Plan**” or “**IEP**” means a customized plan developed for a student with special needs that summarizes and records the individualization of that student’s education program.

“**Initial Service Catalogue**” has the meaning given to it in Section 9 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Initial Term**” means the initial term of this Agreement, as more particularly described in Section 2.1 (*Initial Term*).

“**Initial UCW**” has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Intellectual Property”** means intellectual property, industrial and intangible of whatever nature and kind in any jurisdiction, including software, trade secrets, inventions, innovations, discoveries, developments, formulae, product formulations, processes, compositions of matter, databases, works of authorship, works subject to copyright, guides, manuals and designs, and including modifications to any of the foregoing, in all cases whether patented or patentable, whether registered or unregistered, and in any medium whatsoever.

**“Intellectual Property Rights”** means any and all rights in respect of, in or to Intellectual Property, whether pursuant to statute, common law or other laws, including any and all:

- (a) copyrights and the benefit of any waivers of moral rights;
- (b) database rights;
- (c) patents and patent applications;
- (d) rights and obligations in respect of trade secrets; and
- (f) all applications, registrations, renewals, extensions, continuations, divisions, reissues, and restorations relating to any such rights (where applicable), now or hereafter in force and effect throughout the world (including any rights in any of the foregoing).

**“International”** means, in respect of a student, a student who has moved from outside of Canada to British Columbia and does not meet the residency requirements of Section 82 of the *School Act* (British Columbia).

**“Internet Master Contact List”** means a function within the Ministry’s SLD application in which contact information for School Districts and schools is maintained.

**“ITIL”** means HM Government’s Information Technology Infrastructure Library that describes best-practices for IT service management, and includes complementary publications.

**“Joint Executive Committee”** has the meaning given to it in **Schedule 8** (*Governance*).

**“Joint Transition Steering Committee”** or **“JTSC”** has the meaning given to it in Section 2 of Appendix 6 (*Transition Governance*) to Part 1 of Schedule 2.

**“Key Personnel”** means the Personnel and External Personnel identified in Schedule 9 (*Key Positions*).

**“Key Position”** has the meaning given to it in Section 8.7 (*Key Positions*).

**“Labour Disruption”** means a labour dispute, lockout, strike or other industrial action or labour strife, whether direct or indirect and whether lawful or unlawful.

**“Learning Resources”** has the meaning given to it in Section 6 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Level 1 Support”** means the level of support for the Services for which a School District has primary responsibility.

**“Level 1 Service Desks”** means Level 1 Support provided by service desks.

**“Level 2 Support”** means the level of support for the Services which the Service Provider has responsibility.

**“Level 2 Service Desk”** means Level 2 Support provided by a service desk of the Service Provider.

**“Liens”** means any and all liens, claims, liabilities, security interests, encumbrances, pledges, mortgages or charges of any kind whatsoever.

**“Manager”** means a person who has another individual or other individuals reporting to him or her.

**“Mandatory Change”** has the meaning given to it in Section 5.7 (*Mandatory Changes*).

**“Mandatory Change Request”** has the meaning given to it in Section 5.8 (*Implementation of Mandatory Changes*).

**“Material Breach”** has the meaning given to it in Section 24.1 (*Service Provider Material Breach*).

**“Material Infrastructure Change”** has the meaning given to it in Section 17.5 (*Material Changes to the Province Shares Infrastructure*).

**“Material Subcontract”** means any contract entered into by the Service Provider for the performance of any part of the Services by a Subcontractor, where: (a) the Subcontractor has an annual dollar value from service of \$500,000 or more in respect of the Services; or (b) the Subcontractor is an Access Subcontractor; or (c) both (a) and (b). The Parties acknowledge and agree that the contracts entered into by the Service Provider with each of Follett and Rackforce constitute “Material Subcontracts” under this Agreement.

**“Material Subcontractor”** means any Subcontractor who is a party to a Material Subcontract.

**“Maximum Payment”** has the meaning given to it in Section 5 of **Schedule 12** (*Fees*).

**“Mediation Notice”** has the meaning given to it in Subsection 23.1(e) (*Informal Dispute Resolution*).

**“MFC Pricing”** has the meaning given to it in Section 12.7 (*Most Favoured Pricing*).

**“Milestone”** has the meaning given to it in Section 5 of Part 1 (*Transition Services*) of Schedule 2.

**“Milestone Deadline”** has the meaning given to it in Section 5 of Part 1 (*Transition Services*) of Schedule 2.

**“Minimum Payment”** has the meaning given to it in Section 5 of **Schedule 12** (*Fees*).

**“Ministry”** means the Ministry of Education of the Province of British Columbia and any successor thereto.

**“Modifications”** means all corrections, modifications, enhancements, improvements, supplements or derivative works, and includes interface applications in connection with any Software.

**“New Records”** means any Record created by the Service Provider or its Subcontractors in the performance of the Services which contains Province Confidential Information or Personal Information or other similar types of Records relating to the Services performed by the Service Provider, and for greater clarification does not include any Records created or maintained by the Service Provider for internal or management purposes which do not contain any Province Confidential Information or Personal Information.

**“OMC-Approved Annual Service Catalogue”** has the meaning given to it in Section 4 of Part 3 (*Services As Needed*) of Schedule 2.

**“Ongoing Services”** means work and services which were identified in a general way in the RFP and are more particularly described in Part 2 of **Schedule 2** (*Services*).

**“Ongoing Services Fees”** has the meaning given to it in Section 5 of **Schedule 12** (*Fees*).

**“Ordinary Course Changes”** has the meaning given to it in Section 5.1 (*Ordinary Course Changes*).

**“Packages”** has the meaning given to it in Section 1 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Package Delivery Schedule”** has the meaning given to it in Section 1 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Pando”** has the meaning given to it in Section 8 of Appendix 1 (*Description of Ongoing Services*) to Part 2 of Schedule 2.

**“Parent”** means has the meaning set out in the *School Act* (British Columbia).

**“Parties”** means the Service Provider and the Province, and **“Party”** means either one of them, as applicable.

**“Permanent Student Record”** or **“PSR”** means a legal record of student progress and behaviour that must be maintained by the school of record for 55 years from the date the student withdraws of graduates from school.

**“Person”** means any natural person, corporation, division of a corporation, partnership, joint venture (which includes a co-ownership), association, company, estate, unincorporated organization, society, trust, government, agency or Governmental Authority.

**“Personal Education Number”** or **“PEN”** means a nine digit number assigned to each student as they enter the BC education system that follows the student through their Early Learning, K-12, and post-secondary education.

**“Personal Information”** means:

- (a) all recorded information that:
  - (i) is about an identifiable individual or is defined or deemed as “personal information” pursuant to any laws or regulations related to privacy or data protection that are applicable to the Province or to the Service Provider (including, without limitation, any information that constitutes “personal information” as such term is defined, from time to time, pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia)), and
  - (ii) is transferred to, collected or compiled by, or is otherwise under the Custody, Control or possession of the Service Provider in connection with or as a result of performing the Services under this Agreement, or is otherwise held by the Service Provider on behalf of the Province; and
- (b) all information that is designated by the Province as “Personal Information”.

**“Personal Information Protection and Security Obligations”** has the meaning given to it in Section 13.1 (*Personal Information Protection and Security Obligations*), and as more fully set forth in **Schedule 13** (*Personal Information Protection and Security Obligations*).

**“Personnel”** has the meaning given to it in Section 8.10 (*General Principles Regarding Personnel*).

**“Post Implementation Services”** has the meaning given to it in Section 5 of Schedule 12 (*Fees*).

**“Pre-K-12”** means education delivery programs for school-age persons and may also include adults in similar programs.

**“Preliminary Implementation Project Plan”** has the meaning given to it in Section 8 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Primary Data Centre”** means the primary data centre at location set out in Schedule 3 – Service Locations.

**“Priority Levels”** means priority levels for incident and problem management as described in the Service Support Procedures, and each is a **“Priority Levels”**.

**“Privacy Compliance Plan”** has the meaning given to it in Section 1 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Privacy Impact Assessment”** means a review of processes, procedures and practices to ensure that Personal Information is collected, managed, stored and protected in accordance with the

applicable privacy legislation, policies and commitments (including the *Freedom of Information and Protection of Privacy Act* (British Columbia)).

**“Problem”** has the meaning given to it in Section 6.6 (*Problem Alert and Escalation Procedures*).

**“Problem Management Procedures”** has the meaning given to it in Subsection 6.6(a)(*Problem Alert and Escalation Procedures*).

**“Product”** means the Software known as “Aspen”, licensed to the Service Provider by its Third Party Software Vendor (and Material Subcontractor), Follett, which Software is used by the Service Provider in the performance of the Services under the Agreement, and includes, without limitation, any and all corrections, modifications, enhancements improvements, supplements or such similar changes over time (including, for greater certainty, any renaming or rebranding of the Aspen Software).

**“Production Database”** has the meaning given to it in Section 5 of Appendix 1 (*Description of Ongoing Services*) to Part 2 of Schedule 2.

**“Program”** means a group of students receiving a particular educational service designed by a school, a School District or the Province. (e.g. Core French program).

**“Proposal”** has the meaning given to it in Subsection 5.5(b) (*Change Request Process*).

**“Potential Future Scope Services”** means work and services which were identified in a general way in the RFP and are more particularly described in Part 4 of **Schedule 2** (*Services*).

**“Province”** means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Education.

**“Province Confidential Information”** means any technical, business, financial, personal, employee, operational, scientific, research or other information or data of the Province, and any other information regarding the Province’s business, plans and markets, information of or relating to the Province’s customers and Province Customers, or of any Person that has disclosed such information to the Province or its agents, in whatsoever form or media, whether in writing, in electronic form or communicated orally or visually, that, at the time of disclosure is designated as confidential (or like designation), or by its sensitive nature should be treated as confidential, or if it were information of the Service Provider, would be treated as confidential information by the Service Provider, and including any Personal Information, the Province Proprietary Software, and all information or data with respect to the Province Records, whether or not designated as confidential (or like designation).

**“Province Customers”** means all Persons who utilize any of the Services, including, without limitation, British Columbia and Yukon pre-K-12 students and parents; teachers, administrators and staff of Boards of Education, of authorities under the *Independent School Act*, of federally-funded First Nations schools operating in British Columbia and of Yukon public schools; and staff of the Ministry and of any other provincial government entity authorized to access the Services.



**“Province Data”** means all information and data relating to the Province, its ministries, agencies, School Boards and departments and their respective services and programs which is or may be accessed, used and communicated to others by the Service Provider, or communicated by others to the Service Provider, in the performance of the Services including, for greater certainty, all Personal Information.

**“Province Dependency”** has the meaning given to it in Section 5 of Part 1 (*Transition Services*) of Schedule 2.

**“Province Dependency Deadline”** has the meaning given to it in Section 5 of Part 1 (*Transition Services*) of Schedule 2.

**“Province Dependency Failure”** has the meaning given to it in Section 5 of Part 1 (*Transition Services*) of Schedule 2.

**“Province Indemnified Parties”** has the meaning given to it in Section 21.2 (*Indemnification by the Service Provider*).

**“Province Intellectual Property”** means all Intellectual Property and all Intellectual Property Rights of the Province including, without limitation, those referred to in this Agreement, and those owned or otherwise acquired by the Province before or after the execution of this Agreement, whether or not specifically referred to in this Agreement.

**“Province Material Breach”** has the meaning given to it in Section 24.3 (*Material Breach by Province*).

**“Province Marks”** has the meaning given to it in Section 7.1 (*Service Provider Marks*).

**“Province Policies”** means the policies of the Province from time to time, including without limitation the Province’s accounting policy, the policies referenced in the attached **Schedule 15** (*Specific Laws and Policies*) (copies of which have been provided to the Service Provider), and other governmental policies relating to reporting or data and record keeping, but excluding policies regarding human resource management.

**“Province Proprietary Software”** means the Software owned by or licensed to the Province (and which the Province has the right to authorize the Service Provider to use in the manner specified in Article 16 (*Intellectual Property and Proprietary Rights*), including object and source code versions, and any Documentation and any Modifications or interfaces relating to the foregoing created by or on behalf of the Province from time to time, but excluding Third Party Software.

**“Province Records”** means all Records containing Personal Information of the Province or the Province customers, and all Personal Information relevant to the performance of the Services and other transactions contemplated in this Agreement, or any other Province Confidential Information, and includes any Transferred Records and New Records.

**“Province Shared Infrastructure”** means those parts or components of certain Systems owned and operated by the Province, or on behalf of the Province by third party Persons, which are required by the Service Provider to support the delivery and performance of the Services, and which Systems are shared resources of the Province used to support other services and other uses

by the Province as well, as such Systems are expressly and specifically listed in **Schedule 24** (*Province Shared Infrastructure*), as such Schedule may be amended or updated by the Parties from time to time.

“**PST**” means all applicable provincial sales or service taxes payable in pursuant to the *Social Services Tax Act* (British Columbia) as the same may from time to time be amended or replaced.

“**Publicity Materials**” has the meaning given to it in Section 7.2 (*Publicity*).

“**Records**” means books, records, reports, documents, maps, drawings, correspondence, system logs, system development records, accounts, invoices, backup data (including original source documents) and other similar documents, images, writings or information by any means whether graphic, electronic, audio, mechanical or otherwise.

“**Recovery Time Objective**” means the maximum acceptable period of time that can elapse before a disruption in Services is remedied in order to prevent the occurrence of material adverse effects as a result thereof, consisting of:

- (a) the period of time between the occurrence of a disruption and the declaration of a Disaster in connection with the disruption; and
- (b) the period of time from the declaration of a Disaster to the completion of the steps and actions required to be undertaken in respect of the Disaster in accordance with the Service Continuity Plan or the Disaster Recovery Plan, and the resumption of the delivery of the Services in the ordinary course as a result of the implementation of the Service Continuity Plan or the Disaster Recovery Plan.

“**Renewal Agreement**” has the meaning give to it in Section 2.6 (*Renewal Negotiations*).

“**Renewal Term**” has the meaning given to it in Section 2.4 (*Renewal Option*).

“**Replacement Software**” has the meaning given to it in Section 16.5(b) (*SP Intellectual Property – Continuity*).

“**Report Card**” means a formal written report of a student's progress.

“**Reporting Component**” has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Reporting Specifications**” has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Required Application Enhancements**” has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Required Extension Extensions**” has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Replacement SP Software**” has the meaning given to it in Section 16.5 (*SP Intellectual Property – Continuity*).

**“Review and Testing Representative”** has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“RFP”** has the meaning given to it in Recital A.

**“Risk Management Plan”** has the meaning given to it in Section 4 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Scheduling”** means a process through which a school timetable is constructed indicating what courses/classes are to be taught at what times in what rooms by what teachers after which a student timetable is produced for each student indicating what courses they are to take (when, where, and with what teacher).

**“School”** or **“school”** includes any type of school curriculum organization (service delivery model) including, but not limited to, programs, Pre-K-12, Distributed Learning, alternate, and continuous entry.

**“School Completion Certificate”** means a credential certificate that is awarded to a student who completes the goals and objectives stated in that student’s Individual Learning Plan IEP as agreed upon by the student, Parent, and school representative.

**“School Districts”** means the public school districts in British Columbia, the independent school authorities as one school district, First Nation schools as one school district, and public schools in the Yukon as one school district, and **“School District”** means any one of them. For certainty, where there is a reference to a School District, the reference, to the extent applicable, includes Province Customers receiving any services or granted any rights by or for the School District.

**“School District Training Environment”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“School of Record”** means the school assigned administrative authority for maintaining certain aspects of a student’s information.

**“SDTest”** means the test environment for School Districts to test, troubleshoot and train on SIS.

**“SDTest Best Practices”** has the meaning given to it in Section 11 of Appendix 1 (*Description of Ongoing Services*) to Part 2 of Schedule 2.

**“Secondary Data Centre”** means the secondary data centre at location set out in Schedule 3 (*Service Locations*).

**“Security Implementation and Management Document”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Service Catalogue”** means the database or structured document of all available Ongoing Services.

**“Service Centre”** means the permanent facilities from where the Service Provider will perform the majority of the Services, having an address as set forth in **Schedule 3** (*Service Locations*), the

location of which is subject to change in accordance with the provisions of Section 4.3 (*Relocation of the Service Provider Service Locations*).

**“Service Commencement Date”** means the date that the Service Provider commences performing the Ongoing Services under this Agreement.

**“Service Continuity Plan”** means a roadmap and description of procedures, information and advance arrangements to guide the timely recovery and ongoing provision of services, programs and operations within a predefined period of time, following the declaration of a Disaster or any other similar event that interrupts operations or disrupts the delivery of the Services, including a Disaster Recovery Plan.

**“Service Level Credits”** has the meaning given to it in Section 6.7 (*Service Level Failures*).

**“Service Levels”** means the service measurement concepts and criteria, and corresponding performance level targets to be achieved by the Service Provider in performing the Services, as set forth and described **Schedule 4** (*Service Levels and Service Level Failures*), as may be amended from time to time in accordance with this Agreement.

**“Service Level Termination Event”** has the meaning given to it in Section 3.5 of **Schedule 4** (*Service Levels and Service Level Failures*).

**“Service Locations”** means has the meaning given to it in Section 4.2 (*Service Locations*).

**“Service Provider”** has the meaning given to it in the first paragraph of this Agreement.

**“Service Provider Confidential Information”** means any technical, business, financial, personal, employee, operational, scientific, research or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually that, at the time of disclosure is designated as confidential (or like designation), or by its sensitive nature should be treated as confidential, or if it were information of the Province, would be treated as confidential information by the Province, and the Service Provider’s financial information, purchasing and cost information, price and cost data. Notwithstanding the foregoing, the “the Service Provider Confidential Information” will exclude all Province Confidential Information, whether or not expressly indicated for exclusion.

**“Service Provider Group”** has the meaning given to it in Subsection 29.13(d) (*Governing Law*).

**“Service Provider Mark”** has the meaning given to it in Section 7.1 (*Service Provider Marks*).

**“Service Provider Software”** means the Software owned by the Service Provider or its Affiliates on the Effective Date, or which it or its Affiliates develops or acquires after the Effective Date independent of this Agreement, including object and source code versions, Documentation and any Modifications or interfaces relating to the foregoing, created by or on behalf of the Service Provider from time to time, and that are used in the provision of the Services and which do not constitute Province Proprietary Software or Third Party Software.

**“Service Support Procedures”** has the meaning given to it in Section 4 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Services**” means all of the services listed in, or contemplated by, Section 3.1 of the Agreement.

“**Services As Needed**” means work and services which were identified in a general way in the RFP and are more particularly described in Part 3 of **Schedule 2** (*Services*).

“**Shared Infrastructure Use Period**” has the meaning given to it in Section 17.2 (*Use of Province Shared Infrastructure*).

“**Single Student Record**” means a unique record containing all relevant enrolment, demographic, and achievement information covering the educational career of an individual student from pre-K to completion of school, maintained throughout the education life cycle of a student as the student moves from school to school and potentially from school district to school district, maintained when the student is enrolled in more than one school or School District concurrently, and accessible by multiple School District users as required.

“**SIS**” means the student information system hosted by the Service Provider to deliver the Services that incorporates the Application.

“**SIS Specifications**” means the specifications and other requirements for SIS (including the Application) in this Agreement, including in Section 4 (*Design and Delivery Requirements*), Appendix 2 (*Functional Requirements*) and Appendix 3 (*Technical Requirement*) of Part 2 of Schedule 2.

“**SIS Solution and Services**” has the meaning given to it in Section 7 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**SME**” means subject matter expert as determined by the Ministry.

“**Software**” means software applications, software tools, methodologies and computer programs, including all versions thereof, and all related documentation, manuals, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, technology and techniques, object code (and if obtained, source code) and interfaces.

“**Source Code**” means the human-readable form of a computer instruction, including related system documentation, applicable comments and procedural codes such as job control language.

“**SP Intellectual Property**” means all Intellectual Property that is: (a) developed or owned by the Service Provider or its Affiliates; or (b) licensed from Third Party Software Vendors, prior to or during the Term including, without limitation, any and all corrections, modifications, enhancements improvements, supplements or such similar changes over time.

“**SPAN/BC**” means the Province’s private network known as the Shared Provincial Access Network for British Columbia.

“**Special Education**” means an education program designed to meet the needs of students with special needs such as students with disabilities or gifted students.

**“Start-up Project”** has the meaning given to it in Section 10 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Start-up Project Charter”** has the meaning given to it in Section 1 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Start-up Project Plan”** has the meaning given to it in Section 1 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Student Learning Plan”** means a customized plan developed for a student listing the courses and other components of a student’s program of study particular to that student’s goals.

**“Subcontract”** means a contract entered into between the Service Provider and a Subcontractor.

**“Subcontractor”** means any third party Person engaged by the Service Provider to perform any of the Services on behalf of the Service Provider, and includes a Material Subcontractor, but does not include a Supplier.

**“Substantial Acceptance”** has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Substantial Completion”** has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Supplier”** means a third party supplier for the delivery and provision of non-material and ordinary course goods and services relating to or in connection with the Services contemplated by this Agreement, but expressly excluding Subcontractors.

**“Standard Time and Materials Rates”** means the rates set forth in Appendix 12-A to Schedule 12 (*Fees*) to this Agreement.

**“System Deliverable”** means a Deliverable expressly defined as such pursuant to this Agreement.

**“Systems”** means the hardware, equipment, software and communications equipment which is required or otherwise used in the performance of the Services.

**“Taxes”** mean any and all taxes, fees, levies, or other assessments, including federal, state, local, or foreign income, capital, profits, excise, real or personal property, sales (including PST), withholding, social security, occupation, use, services, value added (and for greater clarification, including GST and PST), license, net worth, payroll, franchise, severance, stamp, transfer, registration, premium, windfall, environmental, customs duties, unemployment, disability, or any similar taxes imposed by any Taxing Authority together with any interest, penalties or additions to tax and additional amounts imposed with respect thereto (including any fee or assessment or other charge in the nature of or in lieu of any tax) in each case, whether imposed by law or otherwise, and any liability in respect of any tax as a result of being a member of any affiliated, consolidated, combined, unitary or similar group.

**“Taxing Authority”** means any multinational, national, federal, state, provincial, local, municipal or other government (including any governmental agency, branch, department, official,

entity, court or other tribunal and anybody exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature) responsible for the imposition or collection of any Taxes.

**“Templates for Service Delivery”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Term”** means the Initial Term of this Agreement and any Renewal Term or Extension, as applicable.

**“Termination”** means the expiry or earlier termination of this Agreement pursuant to the provisions of this Agreement.

**“Termination Assistance Period”** has the meaning given to it in Section 25.1 (*Termination Services*).

**“Termination Assistance Plan”** has the meaning given to it in Section 25.2 (*Termination Assistance Plan*).

**“Termination Date”** means the effective date of the expiry or earlier termination of the Initial Term, the Renewal Term or the Extension, as applicable.

**“Termination Notice”** means a written notice terminating this Agreement given by one Party to the other in accordance with the terms of this Agreement.

**“Termination Services”** has the meaning given to it in Section 25.1 (*Termination Services*).

**“Third Party Software Vendor”** means any third party licensor of Software that is used by the Service Provider in its performance of the Services.

**“Train-the-Trainer Environment”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Training Communication Strategies”** has the meaning given to it in Section 6 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Training Environments”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Training Plan”** has the meaning given to it in Section 6 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Training Rollout Schedule”** has the meaning given to it in Section 6 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Training Strategy”** has the meaning given to it in Section 6 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Transferred Records”** means those Records transferred by the Province to the Service Provider under the terms of this Agreement.

**“Transition Governance Chart”** has the meaning given to it in Section 2 of Appendix 6 (*Transition Governance*) to Part 1 of Schedule 2.

**“Transition Governance Process”** has the meaning given to it in Section 1 of Appendix 6 (*Transition Governance*) to Part 1 of Schedule 2.

**“Transition Services”** means work and services which were identified in a general way in the RFP and are more particularly described in Part 1 of **Schedule 2** (*Services*).

**“Transition Working Groups”** has the meaning given to it in Section 1 of Appendix 6 (*Transition Governance*) to Part 1 of Schedule 2.

**“UCW”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“UCW Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Undisputed Invoice”** has the meaning given to it in Section 12 of **Schedule 12** (*Fees*).

**“Use”** means, subject to any express limitations in the provisions in which it is referenced, to: (a) use, execute, reproduce, display, perform and distribute; and (b) to modify (including the creation of derivative works), as may be necessary in order for the Province to receive uninterrupted Services.

**“Users”** means the individuals permitted by the Province to use SIS, including students, Parents, teachers, School District and Ministry personnel.

**“24x7”** means twenty-four hours a day, seven days a week, every week of the year.



## SCHEDULE 1

### DEFINITIONS (Section 1.1)

“**Aboriginal**” means self-identified as being of Aboriginal ancestry and includes First Nation (both Status and Non-Status), on reserve and off reserve, Inuit and Métis.

“**Acceptance**” has the meaning given to it in Section 1 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2 and “**Accepted**” has the corresponding meaning.

“**Acceptance Criteria**” has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

“**Acceptance Review and Testing**” has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

“**Acceptance Review and Testing Period**” has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

“**Acceptance Test Plan**” has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

“**Access Subcontractor**” means a Subcontractor who has, or could have, access to Personal Information.

“**Achieved Service Levels**” means, in respect of any Service Level and for any measurement period, the standard and level of performance, as applicable, actually achieved by the Service Provider in respect of the particular Service Level for the measurement period in question.

“**Active Student Record**” means an active student record for a student in the Application where the “Active Flag” is set to “Active” and the student is enrolled in one or more current courses, except for Distributed Learning schools, where it means a student record for a student with the “Active Flag” set to “Active” and the student is enrolled in one or more current courses which have a date in the “Active Date” field.

“**Address**” means set of mailing instructions based on Canada Post addressing standards, which an address can be used for postal delivery.

“**Admission**” means the process of gathering and entering information about a student in order to enroll the student into a particular school or schools. A student may be admitted prior to enrolment for planning and scheduling purposes.

“**Adverse Impact**” has the meaning given to it in Section 5.5(g) (*Change Request Process*).

“**Affective Domain**” means a designation for measuring student work habits, citizenship, behavior, social/emotional skills, attitude, beliefs, and the spectrum of values and value systems.

**“Affiliate”** has the meaning given to it in the *Business Corporations Act* (British Columbia) and in addition, when used in connection with the Service Provider, includes any member of the Service Provider Group.

**“Agreement”** means this Master Services Agreement, all Schedules attached to this Master Services Agreement, as the same may be changed, modified, amended, supplemented or updated from time to time, including by way of Change Orders, or as otherwise permitted hereunder.

**“Alternative Service Provider”** means any Person or Persons designated by the Province from time to time as an alternative service provider for any or all of the Services, but only after such Person or Persons have been so designated by the Province as such.

**“Annual Operating Plan”** has the meaning given to it in Section 10.5 (*Annual Operating Plan*).

**“Annual Release Plan”** has the meaning given to it in Section 8 of Appendix 1 (*Description of Ongoing Services*) to Part 2 of Schedule 2.

**“Applicable Laws”** means all applicable laws, including any statute, regulation or by-law, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of any Canadian or Provincial Governmental Authority, in Canada or in any Province in Canada, which is binding on the Parties (or on one Party as applicable), and in effect from time to time or are otherwise applicable to the performance of the Services, but does not include any law, statute, regulation or by-law, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of a foreign jurisdiction outside of Canada.

**“Application”** means the software application for SIS that incorporates the Aspen software application licensed from Follett, and includes all components and additional software, including mobile applications required to enable access to the SIS using mobile devices, including smartphones and tablets.

**“Application Configurations”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Application Enhancement Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Application Enhancements”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Application Extension Documentation”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Application Extension Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Application Extensions”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Application Security Configuration and Implementation Summary”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Approval”** means, with respect to any matter, document, action or other thing to be consented to or otherwise approved, that the same action has the prior written approval of the Party in question, and **“Approved”** has a similar meaning.

**“Archive and Student Locator Component”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Archive and Student Locator Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Archive Database”** has the meaning given to it in Section 5 of Appendix 1 (*Description of Ongoing Services*) to Part 2 of Schedule 2.

**“Assessment”** means the process of assigning a measure and/or comment to an assessable item to document the results of a learning activity.

**“Assessment of Production Readiness Plan”** has the meaning given to it in Section 1 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Availability Management Plan”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Awareness Workshops”** has the meaning given to it in Section 2 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Baseline Application Configuration Report”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“BC Implementation”** means the implementation of the Application that is customized for British Columbia and the Yukon in accordance with this Agreement.

**“BCeID”** means an online ID and password that enables individuals, businesses and organizations to securely access multiple online BC government services with a single User ID and password.

**“BCeSIS”** means the student information system that is part of the Common Systems Initiative the Province that incorporates the eSIS software application from Administrative Assistants Ltd.

**“Billing Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Billing System”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Block”** means a code attached to a period of time within which a class is offered.

**“Board of Education”** means a corporation consisting of a board of school trustees constituted under the *British Columbia School Act* and may also include an authority that operates an Independent School or Band School.

**“Business Day”** means any day other than a Saturday, Sunday or a statutory holiday in the Province of British Columbia.

**“Canadian Entity”** has the meaning given to it in Section 13.4 (*Canadian Entities*).

**“Capacity Management Plan”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Catalogue Services”** has the meaning given to it in Section 2 of Part 3 (*Services As Needed*) of Schedule 2.

**“Catalogue Services Request Procedures”** has the meaning given to it in Section 3 of Part 3 (*Services As Needed*) of Schedule 2.

**“Catchment”** means a geographical area associated with a particular school.

**“Certificate of Completion for Application Readiness”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Certificate of Completion for Facility Readiness”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Certificate of Completion for Service Desk Readiness”** has the meaning given to it in Section 4 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Certificate of Completion of Start-up Services”** has the meaning given to it in Section 7 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Change Management Communication Plan”** has the meaning given to it in Section 2 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Change Management Plan”** has the meaning given to it in Section 2 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Change Order”** has the meaning given to it in Section 5.9 (*Change Orders*).

**“Change Order Process”** has the meaning given to it in Section 5.4 (*Change Request*).

**“Change Request”** has the meaning given to it in Section 5.4 (*Change Request*).

**“Changed Integrated Services”** has the meaning given to it in Section 11 of **Schedule 12** (*Fees*).

**“Claims”** means any and all claims, legal or other proceedings, suits, actions, causes of action, losses, damages, liabilities, costs and expenses (whether accrued, actual, contingent, latent or otherwise), and all reasonable legal fees suffered or incurred by a Person.

**“Communication Plan”** means the communications protocols and processes to be followed by the Service Provider in connection with any Communications to the Province Customers, or to other Persons, in connection with the Services and this Agreement, as more particularly described in **Schedule 7** (*Communications Plan and Processes*).

**“Compelled Party”** has the meaning given to it in Section 13.10 (*Disclosure Compelled by Law*).

**“Component Deliverable”** means a Deliverable expressly defined as such pursuant to this Agreement.

**“Confidential Information”** means the Province Confidential Information and/or the Service Provider Confidential Information, as the case may be.

**“Contaminant”** has the meaning given to it in Section 15.4 (*System Contaminants*).

**“Continuous Improvement Plan”** has the meaning given to it in Section 4 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Contract Year”** means each twelve (12) month period commencing on April 1 of a particular year and ending on March 31 of the immediately following year, except that the following will apply, as applicable:

- (a) the first “Contract Year” will be a partial “Contract Year” commencing on the Effective Date and ending on March 31, of the immediately following year; and
- (b) the final Contract Year will be a partial “Contract Year” commencing on April 1 in the final year and ending on Termination.

**“Control”** means the power or authority to manage, restrict, regulate or administer the use or disclosure of a Record.

**“Conversion Environment”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Corporate Control”** of a corporation or other entity is directly held by a Person where securities of the corporation or other entity to which are attached 50% or more of the votes that may be cast to elect directors or persons acting in a similar capacity of the corporation or other entity are directly held, other than by way of security only, by or for the benefit of such Person, and **“Corporately Controlled”** has corresponding meaning.

**“Corporate Structure”** has the meaning given to it in Section 13.3 (*Corporate Structure and Corporate Chart*).

**“Cost-Only Time and Material Rates”** means actual direct variable costs consistent with expense policies Approved by the Joint Executive Committee and actual direct verifiable labour costs comprised of salary and direct benefit costs, calculated as a daily rate, and in all cases, without any mark-up thereon.

**“Council”** has the meaning given to it in Section 3 Schedule 2 (*Services*).

**“Course”** a package of subject content, activities and resources designed to address specific prescribed learning outcomes and to assist students in acquiring knowledge, skills, attitudes and/or values.

**“Credit”** means the value attached to the knowledge, skills, and attitudes that most students can acquire.

**“Custody”** means to have physical possession and immediate responsibility for the safe-keeping, preservation and protection of a Record.

**“Data Centres”** means the Primary Data Centre and the Secondary Data Centre.

**“Data Conversion Component”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Data Conversion Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Data Exchange Component”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Data Exchange Documentation”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Data Exchange Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Deficiency”** means:

- (a) a misstatement or misrepresentation by the Service Provider in its reporting, accounting or record keeping pursuant to this Agreement;
- (b) a failure by the Service Provider to comply with the provisions of GAAP when required to do so;
- (c) a failure by the Service Provider to comply with the provisions of this Agreement (including the performance of the Services);
- (d) a failure by the Service Provider to comply with the Province Policies, Applicable Laws, or any other applicable requirements of regulatory bodies and authorities having competent jurisdiction (other than a failure to comply with a Disclosure Order);
- (e) the occurrence of any fraud, malfeasance or wilful misconduct by the Service Provider in the performance of the Services; or
- (f) any material deficiency identified in an audit report, a report prepared consistent with GAAP.

**“Deliverable Deficiencies”** has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Deliverables”** means all means all hardware, Software, Systems, Records, Documentation, Confidential Information, information, facilities and other materials provided, designed,

developed or delivered, or that result in the receipt of, the Services in accordance with this Agreement.

**“Direct Competitor”** means the following direct competitors of Follett relating to the products listed:

Sect 21

**“Directive”** has the meaning given to it in Section 8.4 (*Province Right to Issue Directives*).

**“Disaster”** means any event or circumstance that adversely affects or disrupts (or has the potential to adversely affect or disrupt) the Services, or the ability of the Service Provider or its Subcontractors to otherwise comply with the terms of this Agreement or to otherwise operate their businesses, whether within or outside the control of the Service Provider including, without limitation, any Force Majeure Event or Labour Disruption.

**“Disaster Recovery Plan”** means a plan that is part of the Service Continuity Plan which details the back-up and recovery procedures to be followed by the Service Provider in the event of a Disaster in respect of Systems supporting essential services.

**“Disclosure Order”** any orders, directives, rulings, requirements, judgments, injunctions, awards or decrees, decisions, or other requirements issued pursuant to any Foreign Disclosure Laws, or any directions or requests from any Affiliate of the Service Provider in respect of the same, and in each case, related to any Personal Information.

**“Dispute”** means a dispute, claim, question, difference or disagreement between the Parties arising out of or related to the Services or the Agreement.

**“Dispute Resolution Process”** means the informal and formal process established under Article 23 (*Dispute Resolution*) for the resolution of Disputes.

**“Distributed Learning”** means a form of learning where students use on-line resources and software supported by a teacher to complete fully accredited K-12 courses.

**“District Implementation Planning Toolkit”** has the meaning given to it in Section 2 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Document Deliverable”** means a Deliverable expressly defined as such pursuant to this Agreement.

**“Documentation”** means the Manuals and other documentation regarding the capabilities, implementation, installation, operation, application, use or method of performance of that which is being documented, including, as applicable and available, user manuals, business process maps, functional specifications, technical specifications, systems operations manuals, console operations manuals, linking instructions, error logs and reports, scripts, forms, templates, and other manuals and reports, whether in printed or electronic format.

**“Dogwood”** means a graduation certificate granted to students in the K-12 system that successfully complete Ministry specified secondary courses requirements in both foundation and selected studies.

**“Draft Service Continuity Plan”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“EARS”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Education Analytics Reporting System”** or **“EARS”** means the Province’s reporting solution known as such which provides access to student achievement data.



**“Effective Date”** has the meaning give to it in the first paragraph of this Agreement.

**“English Language Learning”** or **“ELL”** means instruction provided to assist students to become proficient in English and to prepare them to achieve the expected learning outcomes of the provincial curriculum. Designed for students whose use of English is sufficiently different from standard English that they require specialized language services in order to be successful in the BC school system.

**“Enrolment”** means the activation of an admitted student in a school at the point when that student begins to receive services.

**“ETL”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“ETL Component”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“ETL Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Event of Insolvency”** means the occurrence of any one of the following events regarding the Service Provider, and Persons who have Corporate Control of the Service Provider:

- (a) if such Person:
  - (i) other than in connection with a bona fide corporate reorganization which does not otherwise contravene this Agreement, is wound up, dissolved, liquidated or has its existence terminated or has any resolution passed therefor or makes a general assignment for the benefit of its creditors or a proposal under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including the *Bankruptcy and Insolvency Act* (Canada),
  - (ii) makes an application to the applicable court for a compromise or arrangement under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including the *Companies’ Creditors Arrangement Act* (Canada), or
  - (iii) files any written request, application, answer or other document seeking or consenting to any re-organization, arrangement, composition, re-adjustment, liquidation or similar relief for itself under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including any notice of intention to make a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada);
- (b) if a court of competent jurisdiction enters an order, judgment, or decree against such Person which approves or provides for any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution, winding up, termination or

existence, declaration of bankruptcy or insolvency or similar relief with respect to such Person, under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally and such order, judgment, or decree remains un-vacated and un-stayed for an aggregate period of sixty (60) days (whether or not consecutive) from the date it is made;

- (c) if any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers is appointed for or with respect to such Person and that appointment remains in effect for an aggregate period of sixty (60) days (whether or not consecutive) from the date of the appointment; or
- (d) if an encumbrance or anyone acting on behalf of an encumbrancer takes possession of all or substantially all of the property of such Person and remains in possession for an aggregate period of sixty (60) days (whether or not consecutive) from the first date of the taking of possession.

**“Expedited Arbitration”** means an arbitration conducted in accordance with the provisions with Section 23.3 (*Expedited Arbitration*)

**“Extension”** has the meaning given to it in Section 2.7 (*One Year Extension*).

**“External Personnel”** has the meaning given to it in Section 8.10 (*General Principles Regarding Personnel*).

**“External Personnel Agreement”** has the meaning given to it in Section 9.5 (*Non-Disclosure Documents*).

**“Fees”** means the fees set out in **Schedule 12** (*Fees*) that are payable by the Province to the Service Provider in consideration for the provision of the Services pursuant to the terms of this Agreement.

**“Final Payment”** has the meaning given to it in Section 4 of **Schedule 12** (*Fees*).

**“Follett”** means Follett of Canada Inc. and, to the extent reasonably implied by the context, includes, subject to Section 13.4 (*Canadian Entities*), the Affiliates of Follett of Canada Inc.

**“Force Majeure Event”** means the occurrence of one or more of the following events that is beyond the reasonable control of a Party, and that interferes with, delays or prevents performance of the obligations of a Party under this Agreement, provided that the non-performing Party is without fault in causing or failing to prevent such occurrence, and such occurrence cannot be circumvented through the use of reasonable alternative sources, workaround plans or other similar means (including, with respect to the Service Provider, by the Service Provider meeting its service continuity and disaster recovery obligations described in this Agreement), and includes the following:

- (a) explosions, fires, floods, earthquakes, catastrophic weather conditions or other elements of nature or acts of God;
- (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage;

- (c) failures or fluctuations in electrical power or telecommunication services or other similar public utilities; and
- (d) other events which the Parties expressly agree in writing as constituting a “Force Majeure Event”.

For greater clarification, a “Force Majeure Event” will specifically exclude: (1) any Labour Disruption; (2) lack of financial capacity; and (3) any non-performance or other similar failure on behalf of a Subcontractor or Supplier unless such non-performance or similar failure results from one or more of the events described in paragraphs (a) to (d) above that is beyond the reasonable control of the Subcontractor or Supplier, and that interferes with, delays or prevents performance of the obligations of the Subcontractor or supplier, provided that the non-performing Subcontractor or supplier is without fault in causing or failing to prevent such occurrence, and such occurrence cannot be circumvented through the use of reasonable alternative sources, workaround plans or other similar means.

**“Foreign Disclosure Laws”** means any laws, statutes, by-laws, treaty, directive, policy having the force of law, order, judgment, injunction, award, decree or other similar matter of any government, legislature (or similar body), court, governmental department, commission, board, bureau, agency, instrumentality, province, state, territory, association, county, municipality, city, town or other political of governmental jurisdiction, whether not or in the future constituted, outside of Canada, that may require, request, or otherwise demand access, use or disclosure of Personal Information, whether to intercept or obstruct terrorism, or for any other reason.

**“Foreign Employed Individual”** means an individual who has entered into an employment agreement or other similar agreement for the provision of personal services thereunder, whether express or implied by law, with a Person that is not a Canadian Entity.

**“Form 1701”** means a regular submission of student data from School Districts to the Ministry; used for determining allocation of funds to School Districts, for tracking student movement between schools and between School Districts, and for monitoring enrolment trends in programs.

**“French Immersion”** means an education program designed for non-francophone students that provides instruction of basic curriculum primarily in French.

**“GAAP”** has the meaning given to it in Section 1.6 (*Accounting Policy*).

**“Governmental Authority”** means any court or governmental department, commission, board, bureau, agency, or instrumentality of Canada, or of any province, state, territory, county, municipality, city, town, or other political jurisdiction, whether domestic or foreign, and whether now or in the future constituted or existing, having competent jurisdiction over the business that is the subject of the Services or over any Party to this Agreement.

**“Governance Process”** means the interactions between the Parties through the established governance channels and processes described in **Schedule 8** (*Governance*), as applicable.

**“GPA”** means a measurement that represents the overall achievement of a student for a reporting period by assigning a specific value to each course mark and calculating the average.

“**GST**” means the tax imposed under Part IX of the *Excise Tax Act* (Canada), as the same may from time to time be amended or replaced.

“**Impact Assessment**” has the meaning given to it in Subsection 5.8(d)(i) (*Implementation of Mandatory Changes*).

“**Implementation Completion Date**” means the date that all Deliverables and activities for all School Districts (which had been identified by the Province for migration to the SIS) in respect of the Implementation Services have been delivered and completed.

“**Implementation TM Accounting**” has the meaning given to it in Section 12 of **Schedule 12** (*Fees*).

“**Inactive Student Record**” means a Single Student Record in SIS for a student whose PEN has been withdrawn from a school and who has not been subsequently re-admitted to that school or admitted to another school at the relevant time.

“**Indemnified Party**” has the meaning given to it in Subsection 21.3(a) (*Third Party Claim Process*).

“**Indemnifying Party**” has the meaning given to it in Subsection 21.3(a) (*Third Party Claim Process*).

“**Individual Education Plan**” or “**IEP**” means a customized plan developed for a student with special needs that summarizes and records the individualization of that student’s education program.

“**Initial Service Catalogue**” has the meaning given to it in Section 9 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Initial Term**” means the initial term of this Agreement, as more particularly described in Section 2.1 (*Initial Term*).

“**Initial UCW**” has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Intellectual Property**” means intellectual property, industrial and intangible of whatever nature and kind in any jurisdiction, including software, trade secrets, inventions, innovations, discoveries, developments, formulae, product formulations, processes, compositions of matter, databases, works of authorship, works subject to copyright, guides, manuals and designs, and including modifications to any of the foregoing, in all cases whether patented or patentable, whether registered or unregistered, and in any medium whatsoever.

“**Intellectual Property Rights**” means any and all rights in respect of, in or to Intellectual Property, whether pursuant to statute, common law or other laws, including any and all:

- (a) copyrights and the benefit of any waivers of moral rights;
- (b) database rights;

- (c) patents and patent applications;
- (d) rights and obligations in respect of trade secrets; and
- (f) all applications, registrations, renewals, extensions, continuations, divisions, reissues, and restorations relating to any such rights (where applicable), now or hereafter in force and effect throughout the world (including any rights in any of the foregoing).

**“International”** means, in respect of a student, a student who has moved from outside of Canada to British Columbia and does not meet the residency requirements of Section 82 of the *School Act* (British Columbia).

**“Internet Master Contact List”** means a function within the Ministry’s SLD application in which contact information for School Districts and schools is maintained.

**“ITIL”** means HM Government’s Information Technology Infrastructure Library that describes best-practices for IT service management, and includes complementary publications.

**“Joint Executive Committee”** has the meaning given to it in **Schedule 8** (*Governance*).

**“Joint Transition Steering Committee”** or **“JTSC”** has the meaning given to it in Section 2 of Appendix 6 (*Transition Governance*) to Part 1 of Schedule 2.

**“Key Personnel”** means the Personnel and External Personnel identified in Schedule 9 (*Key Positions*).

**“Key Position”** has the meaning given to it in Section 8.7 (*Key Positions*).

**“Labour Disruption”** means a labour dispute, lockout, strike or other industrial action or labour strife, whether direct or indirect and whether lawful or unlawful.

**“Learning Resources”** has the meaning given to it in Section 6 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Level 1 Support”** means the level of support for the Services for which a School District has primary responsibility.

**“Level 1 Service Desks”** means Level 1 Support provided by service desks.

**“Level 2 Support”** means the level of support for the Services which the Service Provider has responsibility.

**“Level 2 Service Desk”** means Level 2 Support provided by a service desk of the Service Provider.

**“Liens”** means any and all liens, claims, liabilities, security interests, encumbrances, pledges, mortgages or charges of any kind whatsoever.

**“Manager”** means a person who has another individual or other individuals reporting to him or her.

**“Mandatory Change”** has the meaning given to it in Section 5.7 (*Mandatory Changes*).

**“Mandatory Change Request”** has the meaning given to it in Section 5.8 (*Implementation of Mandatory Changes*).

**“Material Breach”** has the meaning given to it in Section 24.1 (*Service Provider Material Breach*).

**“Material Infrastructure Change”** has the meaning given to it in Section 17.5 (*Material Changes to the Province Shares Infrastructure*).

**“Material Subcontract”** means any contract entered into by the Service Provider for the performance of any part of the Services by a Subcontractor, where: (a) the Subcontractor has an annual dollar value from service of \$500,000 or more in respect of the Services; or (b) the Subcontractor is an Access Subcontractor; or (c) both (a) and (b) . The Parties acknowledge and agree that the contracts entered into by the Service Provider with each of Follett and Rackforce constitute “Material Subcontracts” under this Agreement.

**“Material Subcontractor”** means any Subcontractor who is a party to a Material Subcontract.

**“Maximum Payment”** has the meaning given to it in Section 5 of **Schedule 12** (*Fees*).

**“Mediation Notice”** has the meaning given to it in Subsection 23.1(e) (*Informal Dispute Resolution*).

**“MFC Pricing”** has the meaning given to it in Section 12.7 (*Most Favoured Pricing*).

**“Milestone”** has the meaning given to it in Section 5 of Part 1 (*Transition Services*) of Schedule 2.

**“Milestone Deadline”** has the meaning given to it in Section 5 of Part 1 (*Transition Services*) of Schedule 2.

**“Minimum Payment”** has the meaning given to it in Section 5 of **Schedule 12** (*Fees*).

**“Ministry”** means the Ministry of Education of the Province of British Columbia and any successor thereto.

**“Modifications”** means all corrections, modifications, enhancements, improvements, supplements or derivative works, and includes interface applications in connection with any Software.

**“New Records”** means any Record created by the Service Provider or its Subcontractors in the performance of the Services which contains Province Confidential Information or Personal Information or other similar types of Records relating to the Services performed by the Service Provider, and for greater clarification does not include any Records created or maintained by the

Service Provider for internal or management purposes which do not contain any Province Confidential Information or Personal Information.

**“OMC-Approved Annual Service Catalogue”** has the meaning given to it in Section 4 of Part 3 (*Services As Needed*) of Schedule 2.

**“Ongoing Services”** means work and services which were identified in a general way in the RFP and are more particularly described in Part 2 of **Schedule 2** (*Services*).

**“Ongoing Services Fees”** has the meaning given to it in Section 5 of **Schedule 12** (*Fees*).

**“Ordinary Course Changes”** has the meaning given to it in Section 5.1 (*Ordinary Course Changes*).

**“Packages”** has the meaning given to it in Section 1 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Package Delivery Schedule”** has the meaning given to it in Section 1 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Pando”** has the meaning given to it in Section 8 of Appendix 1 (*Description of Ongoing Services*) to Part 2 of Schedule 2.

**“Parent”** means has the meaning set out in the *School Act* (British Columbia).

**“Parties”** means the Service Provider and the Province, and **“Party”** means either one of them, as applicable.

**“Permanent Student Record”** or **“PSR”** means a legal record of student progress and behaviour that must be maintained by the school of record for 55 years from the date the student withdraws of graduates from school.

**“Person”** means any natural person, corporation, division of a corporation, partnership, joint venture (which includes a co-ownership), association, company, estate, unincorporated organization, society, trust, government, agency or Governmental Authority.

**“Personal Education Number”** or **“PEN”** means a nine digit number assigned to each student as they enter the BC education system that follows the student through their Early Learning, K-12, and post-secondary education.

**“Personal Information”** means:

- (a) all recorded information that:
  - (i) is about an identifiable individual or is defined or deemed as “personal information” pursuant to any laws or regulations related to privacy or data protection that are applicable to the Province or to the Service Provider (including, without limitation, any information that constitutes “personal information” as such term is defined, from time to time,

pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia)), and

- (ii) is transferred to, collected or compiled by, or is otherwise under the Custody, Control or possession of the Service Provider in connection with or as a result of performing the Services under this Agreement, or is otherwise held by the Service Provider on behalf of the Province; and

- (b) all information that is designated by the Province as “Personal Information”.

“**Personal Information Protection and Security Obligations**” has the meaning given to it in Section 13.1 (*Personal Information Protection and Security Obligations*), and as more fully set forth in **Schedule 13** (*Personal Information Protection and Security Obligations*).

“**Personnel**” has the meaning given to it in Section 8.10 (*General Principles Regarding Personnel*).

“**Post Implementation Services**” has the meaning given to it in Section 5 of Schedule 12 (*Fees*).

“**Pre-K-12**” means education delivery programs for school-age persons and may also include adults in similar programs.

“**Preliminary Implementation Project Plan**” has the meaning given to it in Section 8 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Primary Data Centre**” means the primary data centre at location set out in Schedule 3 – Service Locations.

“**Priority Levels**” means priority levels for incident and problem management as described in the Service Support Procedures, and each is a “**Priority Levels**”.

“**Privacy Compliance Plan**” has the meaning given to it in Section 1 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

“**Privacy Impact Assessment**” means a review of processes, procedures and practices to ensure that Personal Information is collected, managed, stored and protected in accordance with the applicable privacy legislation, policies and commitments (including the *Freedom of Information and Protection of Privacy Act* (British Columbia)).

“**Problem**” has the meaning given to it in Section 6.6 (*Problem Alert and Escalation Procedures*).

“**Problem Management Procedures**” has the meaning given to it in Subsection 6.6(a) (*Problem Alert and Escalation Procedures*).

“**Product**” means the Software known as Aspen licensed to the Service Provider by its Third Party Software Vendor (and Material Subcontractor), Follet, which is used by the Service Provider in the performance of the Services, including, without limitation, any and all corrections, modifications, enhancements improvements, supplements or such similar changes over time (including, for greater certainty, any renaming or rebranding of the Aspen Software).



**“Production Database”** has the meaning given to it in Section 5 of Appendix 1 (*Description of Ongoing Services*) to Part 2 of Schedule 2.

**“Program”** means a group of students receiving a particular educational service designed by a school, a School District or the Province. (e.g. Core French program).

**“Proposal”** has the meaning given to it in Subsection 5.5(b) (*Change Request Process*).

**“Potential Future Scope Services”** means work and services which were identified in a general way in the RFP and are more particularly described in Part 4 of **Schedule 2** (*Services*).

**“Province”** means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Education.

**“Province Confidential Information”** means any technical, business, financial, personal, employee, operational, scientific, research or other information or data of the Province, and any other information regarding the Province’s business, plans and markets, information of or relating to the Province’s customers and Province Customers, or of any Person that has disclosed such information to the Province or its agents, in whatsoever form or media, whether in writing, in electronic form or communicated orally or visually, that, at the time of disclosure is designated as confidential (or like designation), or by its sensitive nature should be treated as confidential, or if it were information of the Service Provider, would be treated as confidential information by the Service Provider, and including any Personal Information, the Province Proprietary Software, and all information or data with respect to the Province Records, whether or not designated as confidential (or like designation).

**“Province Customers”** means all Persons who utilize any of the Services, including, without limitation, British Columbia and Yukon pre-K-12 students and parents; teachers, administrators and staff of Boards of Education, of authorities under the *Independent School Act*, of federally-funded First Nations schools operating in British Columbia and of Yukon public schools; and staff of the Ministry and of any other provincial government entity authorized to access the Services.

**“Province Data”** means all information and data relating to the Province, its ministries, agencies, School Boards and departments and their respective services and programs which is or may be accessed, used and communicated to others by the Service Provider, or communicated by others to the Service Provider, in the performance of the Services including, for greater certainty, all Personal Information.

**“Province Dependency”** has the meaning given to it in Section 5 of Part 1 (*Transition Services*) of Schedule 2.

**“Province Dependency Deadline”** has the meaning given to it in Section 5 of Part 1 (*Transition Services*) of Schedule 2.

**“Province Dependency Failure”** has the meaning given to it in Section 5 of Part 1 (*Transition Services*) of Schedule 2.

**“Province Indemnified Parties”** has the meaning given to it in Section 21.2 (*Indemnification by the Service Provider*).

**“Province Intellectual Property”** means all Intellectual Property and all Intellectual Property Rights of the Province including, without limitation, those referred to in this Agreement, and those owned or otherwise acquired by the Province before or after the execution of this Agreement, whether or not specifically referred to in this Agreement.

**“Province Material Breach”** has the meaning given to it in Section 24.3 (*Material Breach by Province*).

**“Province Marks”** has the meaning given to it in Section 7.1 (*Service Provider Marks*).

**“Province Policies”** means the policies of the Province from time to time, including without limitation the Province’s accounting policy, the policies referenced in the attached **Schedule 15** (*Specific Laws and Policies*) (copies of which have been provided to the Service Provider), and other governmental policies relating to reporting or data and record keeping, but excluding policies regarding human resource management.

**“Province Proprietary Software”** means the Software owned by or licensed to the Province (and which the Province has the right to authorize the Service Provider to use in the manner specified in Article 16 (*Intellectual Property and Proprietary Rights*), including object and source code versions, and any Documentation and any Modifications or interfaces relating to the foregoing created by or on behalf of the Province from time to time, but excluding Third Party Software.

**“Province Records”** means all Records containing Personal Information of the Province or the Province customers, and all Personal Information relevant to the performance of the Services and other transactions contemplated in this Agreement, or any other Province Confidential Information, and includes any Transferred Records and New Records.

**“Province Shared Infrastructure”** means those parts or components of certain Systems owned and operated by the Province, or on behalf of the Province by third party Persons, which are required by the Service Provider to support the delivery and performance of the Services, and which Systems are shared resources of the Province used to support other services and other uses by the Province as well, as such Systems are expressly and specifically listed in **Schedule 24** (*Province Shared Infrastructure*), as such Schedule may be amended or updated by the Parties from time to time.

**“PST”** means all applicable provincial sales or service taxes payable in pursuant to the *Social Services Tax Act* (British Columbia) as the same may from time to time be amended or replaced.

**“Publicity Materials”** has the meaning given to it in Section 7.2 (*Publicity*).

**“Records”** means books, records, reports, documents, maps, drawings, correspondence, system logs, system development records, accounts, invoices, backup data (including original source documents) and other similar documents, images, writings or information by any means whether graphic, electronic, audio, mechanical or otherwise.

**“Recovery Time Objective”** means the maximum acceptable period of time that can elapse before a disruption in Services is remedied in order to prevent the occurrence of material adverse effects as a result thereof, consisting of:

- (a) the period of time between the occurrence of a disruption and the declaration of a Disaster in connection with the disruption; and
- (b) the period of time from the declaration of a Disaster to the completion of the steps and actions required to be undertaken in respect of the Disaster in accordance with the Service Continuity Plan or the Disaster Recovery Plan, and the resumption of the delivery of the Services in the ordinary course as a result of the implementation of the Service Continuity Plan or the Disaster Recovery Plan.

**“Renewal Agreement”** has the meaning give to it in Section 2.6 (*Renewal Negotiations*).

**“Renewal Term”** has the meaning given to it in Section 2.4 (*Renewal Option*).

**“Replacement Software”** has the meaning given to it in Section 16.5(b) (*SP Intellectual Property – Continuity*).

**“Report Card”** means a formal written report of a student's progress.

**“Reporting Component”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Reporting Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Required Application Enhancements”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Required Extension Extensions”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Replacement SP Software”** has the meaning given to it in Section 16.5 (*SP Intellectual Property – Continuity*).

**“Review and Testing Representative”** has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“RFP”** has the meaning given to it in Recital A.

**“Risk Management Plan”** has the meaning given to it in Section 4 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Scheduling”** means a process through which a school timetable is constructed indicating what courses/classes are to be taught at what times in what rooms by what teachers after which a student timetable is produced for each student indicating what courses they are to take (when, where, and with what teacher).

**“School”** or **“school”** includes any type of school curriculum organization (service delivery model) including, but not limited to, programs, Pre-K-12, Distributed Learning, alternate, and continuous entry.

**“School Completion Certificate”** means a credential certificate that is awarded to a student who completes the goals and objectives stated in that student’s Individual Learning Plan IEP as agreed upon by the student, Parent, and school representative.

**“School Districts”** means the public school districts in British Columbia, the independent school authorities as one school district, First Nation schools as one school district, and public schools in the Yukon as one school district, and **“School District”** means any one of them. For certainty, where there is a reference to a School District, the reference, to the extent applicable, includes Province Customers receiving any services or granted any rights by or for the School District.

**“School District Training Environment”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“School of Record”** means the school assigned administrative authority for maintaining certain aspects of a student’s information.

**“SDTest”** means the test environment for School Districts to test, troubleshoot and train on SIS.

**“SDTest Best Practices”** has the meaning given to it in Section 11 of Appendix 1 (*Description of Ongoing Services*) to Part 2 of Schedule 2.

**“Secondary Data Centre”** means the secondary data centre at location set out in Schedule 3 (*Service Locations*).

**“Security Implementation and Management Document”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Service Catalogue”** means the database or structured document of all available Ongoing Services.

**“Service Centre”** means the permanent facilities from where the Service Provider will perform the majority of the Services, having an address as set forth in **Schedule 3** (*Service Locations*), the location of which is subject to change in accordance with the provisions of Section 4.3 (*Relocation of the Service Provider Service Locations*).

**“Service Commencement Date”** means the date that the Service Provider commences performing the Ongoing Services under this Agreement.

**“Service Continuity Plan”** means a roadmap and description of procedures, information and advance arrangements to guide the timely recovery and ongoing provision of services, programs and operations within a predefined period of time, following the declaration of a Disaster or any other similar event that interrupts operations or disrupts the delivery of the Services, including a Disaster Recovery Plan.

**“Service Level Credits”** has the meaning given to it in Section 6.7 (*Service Level Failures*).

**“Service Levels”** means the service measurement concepts and criteria, and corresponding performance level targets to be achieved by the Service Provider in performing the Services, as set forth and described **Schedule 4** (*Service Levels and Service Level Failures*), as may be amended from time to time in accordance with this Agreement.

**“Service Level Termination Event”** has the meaning given to it in Section 3.5 of **Schedule 4** (*Service Levels and Service Level Failures*).

**“Service Locations”** means has the meaning given to it in Section 4.2 (*Service Locations*).

**“Service Provider”** has the meaning given to it in the first paragraph of this Agreement.

**“Service Provider Confidential Information”** means any technical, business, financial, personal, employee, operational, scientific, research or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually that, at the time of disclosure is designated as confidential (or like designation), or by its sensitive nature should be treated as confidential, or if it were information of the Province, would be treated as confidential information by the Province, and the Service Provider’s financial information, purchasing and cost information, price and cost data. Notwithstanding the foregoing, the “the Service Provider Confidential Information” will exclude all Province Confidential Information, whether or not expressly indicated for exclusion.

**“Service Provider Group”** has the meaning given to it in Subsection 29.13(d) (*Governing Law*).

**“Service Provider Mark”** has the meaning given to it in Section 7.1 (*Service Provider Marks*).

**“Service Provider Software”** means the Software owned by the Service Provider or its Affiliates on the Effective Date, or which it or its Affiliates develops or acquires after the Effective Date independent of this Agreement, including object and source code versions, Documentation and any Modifications or interfaces relating to the foregoing, created by or on behalf of the Service Provider from time to time, and that are used in the provision of the Services and which do not constitute Province Proprietary Software or Third Party Software.

**“Service Support Procedures”** has the meaning given to it in Section 4 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Services”** means all of the services listed in, or contemplated by, Section 3.1 of the Agreement.

**“Services As Needed”** means work and services which were identified in a general way in the RFP and are more particularly described in Part 3 of **Schedule 2** (*Services*).

**“Shared Infrastructure Use Period”** has the meaning given to it in Section 17.2 (*Use of Province Shared Infrastructure*).

**“Single Student Record”** means a unique record containing all relevant enrolment, demographic, and achievement information covering the educational career of an individual student from pre-K to completion of school, maintained throughout the education life cycle of a student as the student moves from school to school and potentially from school district to school district, maintained when the student is enrolled in more than one school or School District concurrently, and accessible by multiple School District users as required.

**“SIS”** means the student information system hosted by the Service Provider to deliver the Services that incorporates the Application.

**“SIS Specifications”** means the specifications and other requirements for SIS (including the Application) in this Agreement, including in Section 4 (*Design and Delivery Requirements*), Appendix 2 (*Functional Requirements*) and Appendix 3 (*Technical Requirement*) of Part 2 of Schedule 2.

**“SIS Solution and Services”** has the meaning given to it in Section 7 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“SME”** means subject matter expert as determined by the Ministry.

**“Software”** means software applications, software tools, methodologies and computer programs, including all versions thereof, and all related documentation, manuals, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, technology and techniques, object code (and if obtained, source code) and interfaces.

**“Source Code”** means the human-readable form of a computer instruction, including related system documentation, applicable comments and procedural codes such as job control language.

**“SP Intellectual Property”** means all Intellectual Property that is: (a) developed or owned by the Service Provider or its Affiliates; or (b) licensed from Third Party Software Vendors, prior to or during the Term including, without limitation, any and all corrections, modifications, enhancements improvements, supplements or such similar changes over time.

**“SPAN/BC”** means the Province’s private network known as the Shared Provincial Access Network for British Columbia.

**“Special Education”** means an education program designed to meet the needs of students with special needs such as students with disabilities or gifted students.

**“Start-up Project”** has the meaning given to it in Section 10 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Start-up Project Charter”** has the meaning given to it in Section 1 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Start-up Project Plan”** has the meaning given to it in Section 1 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Student Learning Plan”** means a customized plan developed for a student listing the courses and other components of a student’s program of study particular to that student’s goals.

**“Subcontract”** means a contract entered into between the Service Provider and a Subcontractor.

**“Subcontractor”** means any third party Person engaged by the Service Provider to perform any of the Services on behalf of the Service Provider, and includes a Material Subcontractor, but does not include a Supplier.

**“Substantial Acceptance”** has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Substantial Completion”** has the meaning given to it in Section 2 of Appendix 5 (*Acceptance*) to Part 1 of Schedule 2.

**“Supplier”** means a third party supplier for the delivery and provision of non-material and ordinary course goods and services relating to or in connection with the Services contemplated by this Agreement, but expressly excluding Subcontractors.

**“Standard Time and Materials Rates”** means the rates set forth in Appendix 12-A to Schedule 12 (*Fees*) to this Agreement.

**“System Deliverable”** means a Deliverable expressly defined as such pursuant to this Agreement.

**“Systems”** means the hardware, equipment, software and communications equipment which is required or otherwise used in the performance of the Services.

**“Taxes”** mean any and all taxes, fees, levies, or other assessments, including federal, state, local, or foreign income, capital, profits, excise, real or personal property, sales (including PST), withholding, social security, occupation, use, services, value added (and for greater clarification, including GST and PST), license, net worth, payroll, franchise, severance, stamp, transfer, registration, premium, windfall, environmental, customs duties, unemployment, disability, or any similar taxes imposed by any Taxing Authority together with any interest, penalties or additions to tax and additional amounts imposed with respect thereto (including any fee or assessment or other charge in the nature of or in lieu of any tax) in each case, whether imposed by law or otherwise, and any liability in respect of any tax as a result of being a member of any affiliated, consolidated, combined, unitary or similar group.

**“Taxing Authority”** means any multinational, national, federal, state, provincial, local, municipal or other government (including any governmental agency, branch, department, official, entity, court or other tribunal and anybody exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature) responsible for the imposition or collection of any Taxes.

**“Templates for Service Delivery”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Term”** means the Initial Term of this Agreement and any Renewal Term or Extension, as applicable.

**“Termination”** means the expiry or earlier termination of this Agreement pursuant to the provisions of this Agreement.

**“Termination Assistance Period”** has the meaning given to it in Section 25.1 (*Termination Services*).

**“Termination Assistance Plan”** has the meaning given to it in Section 25.2 (*Termination Assistance Plan*).

**“Termination Date”** means the effective date of the expiry or earlier termination of the Initial Term, the Renewal Term or the Extension, as applicable.

**“Termination Notice”** means a written notice terminating this Agreement given by one Party to the other in accordance with the terms of this Agreement.

**“Termination Services”** has the meaning given to it in Section 25.1 (*Termination Services*).

**“Third Party Software Vendor”** means any third party licensor of Software that is used by the Service Provider in its performance of the Services.

**“Train-the-Trainer Environment”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Training Communication Strategies”** has the meaning given to it in Section 6 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Training Environments”** has the meaning given to it in Section 3 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Training Plan”** has the meaning given to it in Section 6 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Training Rollout Schedule”** has the meaning given to it in Section 6 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Training Strategy”** has the meaning given to it in Section 6 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“Transferred Records”** means those Records transferred by the Province to the Service Provider under the terms of this Agreement.

**“Transition Governance Chart”** has the meaning given to it in Section 2 of Appendix 6 (*Transition Governance*) to Part 1 of Schedule 2.

**“Transition Governance Process”** has the meaning given to it in Section 1 of Appendix 6 (*Transition Governance*) to Part 1 of Schedule 2.

**“Transition Services”** means work and services which were identified in a general way in the RFP and are more particularly described in Part 1 of **Schedule 2** (*Services*).

**“Transition Working Groups”** has the meaning given to it in Section 1 of Appendix 6 (*Transition Governance*) to Part 1 of Schedule 2.

**“UCW”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.

**“UCW Specifications”** has the meaning given to it in Section 5 of Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2.



**“Undisputed Invoice”** has the meaning given to it in Section 12 of **Schedule 12** (*Fees*).

**“Use”** means, subject to any express limitations in the provisions in which it is referenced, to: (a) use, execute, reproduce, display, perform and distribute; and (b) to modify (including the creation of derivative works), as may be necessary in order for the Province to receive uninterrupted Services.

**“Users”** means the individuals permitted by the Province to use SIS, including students, Parents, teachers, School District and Ministry personnel.

**“24x7”** means twenty-four hours a day, seven days a week, every week of the year.

## **SCHEDULE 2**

### **SERVICES**

#### **1. Introduction.**

**1.1 Overview of Agreement.** For purposes of establishing a contractual business alliance with an experienced and qualified service provider, the Province conducted a competitive procurement process under the RFP whereby the Service Provider was selected to provide, among other things, an enterprise student information service for the Pre-K-12 education system in British Columbia and the Yukon including:

- (a) a hosted student information system;
- (b) the software application on which the student information system is built;
- (c) maintenance and continuous improvement of the student information system, including the software application;
- (d) transition from the legacy student information service provided by the Service Provider to the student information system under this Agreement; and
- (e) ongoing service delivery and operations in support of the student information system, including the software application.

**1.2 Overview of Services.** In order to deliver SIS in a manner that meets the needs of British Columbia's educational community stakeholders, including School Districts, the Ministry, teachers, students and parents, and the objectives and guiding principles set out in Section 1.12 of the main body of this Agreement, the Service Provider will provide Services that include the four following Services:

- (a) Transition Services, which consist of the following two Services:
  - (i) Start-up Services, any and all services that:
    - (1) are necessary or desirable to plan, execute, monitor, control and report on the Service Provider's activities to make production ready the SIS, including the Application, and its supporting services; and
    - (2) will commence on the Effective Date;

- (ii) Implementation Services, any and all services that:
  - (1) are necessary or desirable to plan, execute, monitor, control and report on the Service Provider's activities to move the Ministry and School Districts from BCeSIS and its supporting services to SIS and its supporting services; and
  - (2) will commence on the Service Commencement Date;
- (b) Ongoing Services, which are the steady-state services that:
  - (i) are necessary or desirable to provide, maintain, operate, support, enhance and report on SIS, including the Application, and its supporting services; and
  - (ii) will commence on the Service Commencement Date;
- (c) Services As Needed, which are optional services that:
  - (i) may be ordered by the Province or School Districts from the Service Catalogue; and
  - (ii) will be available as of the Service Commencement Date; and
- (d) Potential Future Scope Services, which are services that:
  - (i) the Service Provider and the Province agree to explore the possibility of the Province obtaining from the Service Provider at a future date; and
  - (ii) establish the process to acquire such services only.

## 2. **Parts to this Schedule 2.**

The following Parts to this Schedule 2, which may be amended from time to time in accordance with the Agreement, are attached to and form part of this Schedule 2:

Part 1	–	Transition Services
Part 2	–	Ongoing Services
Part 3	–	Services As Needed
Part 4	–	Potential Future Scope Services

## 3.

Sect 21

## **SCHEDULE 2 - PART 1** **TRANSITION SERVICES**

### **1. Introduction.**

- 1.1 Overview of Schedule.** This Part 1 of Schedule 2 describes the services, functions, tasks and requirements comprising the Transition Services, in non-technical language, and includes the following: (a) a statement of work for Start-up Services; (b) a statement of work for Implementation Services; (c) milestones and deliverables for the Transition Services; and (d) the respective responsibilities of the Service Provider and the Province.
- 1.2 Roadmap for Transition Services.** Appendix 1 (*Transition Services Roadmap*) sets out a high-level, visual representation of the activities and phases applicable to each of the Start-up Services and Implementation Services in accordance with the corresponding Sections in Appendix 2 (*Start-up Services Statement of Work*) and Appendix 3 (*Implementation Services Statement of Work*), respectively.

### **2. Appendices.**

The following Appendices, which may be amended from time to time in accordance with the Agreement, are attached to and form part of this Part 1 of Schedule 2:

Appendix 1	–	Transition Services Roadmap
Appendix 2	–	Start-up Services Statement of Work
Appendix 3	–	Implementation Services Statement of Work
Appendix 4	–	Milestones and Deliverables
Appendix 5	–	Acceptance
Appendix 6	–	Transition Governance

### **3. Transition Services.**

- (a) Commencing on the Effective Date, the Service Provider will provide the Start-up Services described in Appendix 2 (*Start-up Services Statement of Work*).
- (b) Commencing on Implementation Commencement Date, the Service Provider will provide the Implementation Services described in Appendix 3 (*Implementation Services Statement of Work*).
- (c) The Service Provider will provide the Transition Services in accordance with following:
- (i) the milestone dates, specifications and other requirements in Appendix 4 (*Milestones and Deliverables*);
  - (ii) the specifications and other requirements in Section 4 (*Transition Requirements*);

- (iii) the other specifications and other requirements set out in this Part 1 of Schedule 2; and
- (iv) for each of the Deliverables to be delivered under Appendix 2 (*Start-up Services Statement of Work*) and Appendix 3 (*Implementation Services Statement of Work*) that are not subject to Acceptance, the Service Provider will give the Province the opportunity to review and provide comments on such Deliverable, acting reasonably, which comments the Service Provider will be responsive to and, to the extent reasonable, incorporate.

#### **4. Transition Requirements.**

In respect of the Transition Services, the Service Provider will design, deliver and maintain SIS, including the Application and transition from BCeSIS to SIS, in compliance with the specifications and requirements set out in this Section 4.

##### **4.1 Single Student Record.**

As SIS is being implemented based on a Single Student Record, the Service Provider will:

- (a) ensure that there is a Single Student Record in respect of each applicable student for that period during the Transition Services when both BCeSIS and SIS are in production, through the use of the student locator functionality and conversion services described in Appendix 2 (*Start-up Services Statement of Work*) to facilitate the movement of the Single Student Record to and from BCeSIS and SIS; and
- (b) develop and implement a Single Student Record interface that meets the Province and School District requirements for the co-existence of student records within BCeSIS and SIS, which interface will be maintained by the Service Provider until the completion of the Transition Services.

##### **4.2 Enterprise System.**

As each School District is implemented and their student records are converted from BCeSIS to SIS the Service Provider will ensure that:

- (a) the applicable students records will be deleted from BCeSIS; and, thereafter
- (b) SIS will have a single, enterprise database containing all converted students records.

##### **4.3 Student School Transfers.**

As a Single Student Record facilitates student transfers between schools, and between School Districts, the Service Provider will:

- (a) ensure that:

- (i) there is no requirement within SIS to transfer or copy the student's record to the new school; and
  - (ii) the Single Student Record is merely updated within SIS to indicate the new home school; and
- (b) for the duration of the Transition Services, the Service Provider will provide an automated function to handle the transfer of Single Student Records to and from BCeSIS and SIS.

#### **4.4 Cross-Enrolments.**

As cross-enrolments are not restricted to schools within a School District, but schools in different School Districts, the Service Provider will ensure that:

- (a) there will only be one copy of the student's record within SIS if that student is cross-enrolled to another school;
- (b) where the cross-enrolment school enters cross-enrolled student as if it were the home school in BCeSIS (with minimum demographic data), the student record of that student is flagged to indicate the home school is not in BCeSIS and functionality like TRAX will recognize the flag and treat the student as cross-enrolled; and
- (c) if an error is identified with regard to a Single Student Record, the Service Provider will follow the standard incident management and escalation processes contemplated by Part 2 of Schedule 2 (*Ongoing Services*).

#### **5. Milestones and Province Dependencies.**

- (a) The Province acknowledges that the completion of certain Deliverables, Services or other performance obligations or objectives of the Service Provider expressly identified as a "**Milestone**" in Appendix 4 (*Milestones and Deliverables*), any Change Order or otherwise under this Agreement is dependent upon the completion by or for the Province (including by Province Customers) of certain corresponding activities which are expressly identified as a "**Province Dependency**" in Appendix 4 (*Milestones and Deliverables*), Change Order or otherwise under this Agreement.
- (b) The Service Provider will perform:
  - (i) the Transition Services in accordance with Appendix 4 (*Milestones and Deliverables*); and
  - (ii) other Services in accordance with any applicable project plan or timeline set out in any Change Order or otherwise under this Agreement,

including the completion of each Milestone on or before the date for the completion by the Service Provider of that Milestone (the “**Milestone Deadline**”) and the Service Provider will be precluded from citing the Province’ failure as a reason for the Service Provider’s own failure to meet a Milestone Deadline except to the extent the obligation of the Province on which the Service Provider’s performance was dependent, and on which the Service Provider is citing failure, was previously identified as a Province Dependency and then only, subject to and in accordance with Section 5(c) below.

- (c) If a Province Dependency is not completed (a “**Province Dependency Failure**”) on or prior to the date for the completion of that Province Dependency (the “**Province Dependency Deadline**”), then any obligation of the Service Provider identified as one that is dependent on the Province Dependency will be extended by the number of Business Days the Province Dependency Failure continues after Province Dependency Deadline (i.e. day for day extension); provided, however, that the Service Provider: (i) notifies the Province promptly of any such failure in writing, and (ii) will continue to use commercially reasonable efforts to meet the original Milestone Deadline set out for the Milestone.
- (d) If the Service Provider fails to notify the Province in writing of the Province Dependency Failure within ten (10) Business Days of first learning of it, the Service Provider will be precluded from subsequently citing the Province Dependency Failure as a reason for the Service Provider’s own subsequent failure to perform and from claiming additional costs for or arising from the Province Dependency Failure.
- (e) If any obligation of the Service Provider is extended for more than fifteen (15) Business Days under Section 5(c) above due to a Province Dependency Failure, the Service Provider may deliver to the Province a Change Request that sets out any proposed extensions to any Milestone Deadlines affected by the Province Dependency Failure and any increases in the Fees, that the Service Provider reasonably requires solely and directly as a result of the Province Dependency Failure; provided, however, that the Service Provider continues to use commercially reasonable efforts to meet the original Milestone Deadline without extension at the corresponding Fees set out for the Milestone.
- (f) The remedies set out in this Section 5 are the Service Provider’s sole and exclusive remedies in the event of one or more Province Dependency Failures.
- (g) Without limiting the Province’s rights or remedies under this Agreement, if either Party becomes aware that a Milestone Deadline will likely not be met, it will immediately notify the other Party of such likely failure, which notice will be escalated immediately to the Joint Transition Steering Committee for consideration. Any notice provided by the Service Provider will include the reasons for the Service Provider’s failure, the potential effect of such failure on the ability of the Service Provider to perform the Services in accordance with the applicable project



plan or timeline, the steps that the Service Provider proposes to take in order to remedy the failure and mitigate the effect of the failure, and the anticipated date by which the Service Provider will complete the Milestone and any other affected Milestones.

## **6. Acceptance Testing.**

The procedures, terms and conditions set out in Appendix 5 (*Acceptance*) will apply to the delivery, testing and acceptance of each Deliverable that is identified as a Document Deliverable, Component Deliverable or System Deliverable) in Appendix 4 (*Milestones and Deliverables*) or elsewhere in this Agreement.

## **7. Transition Governance.**

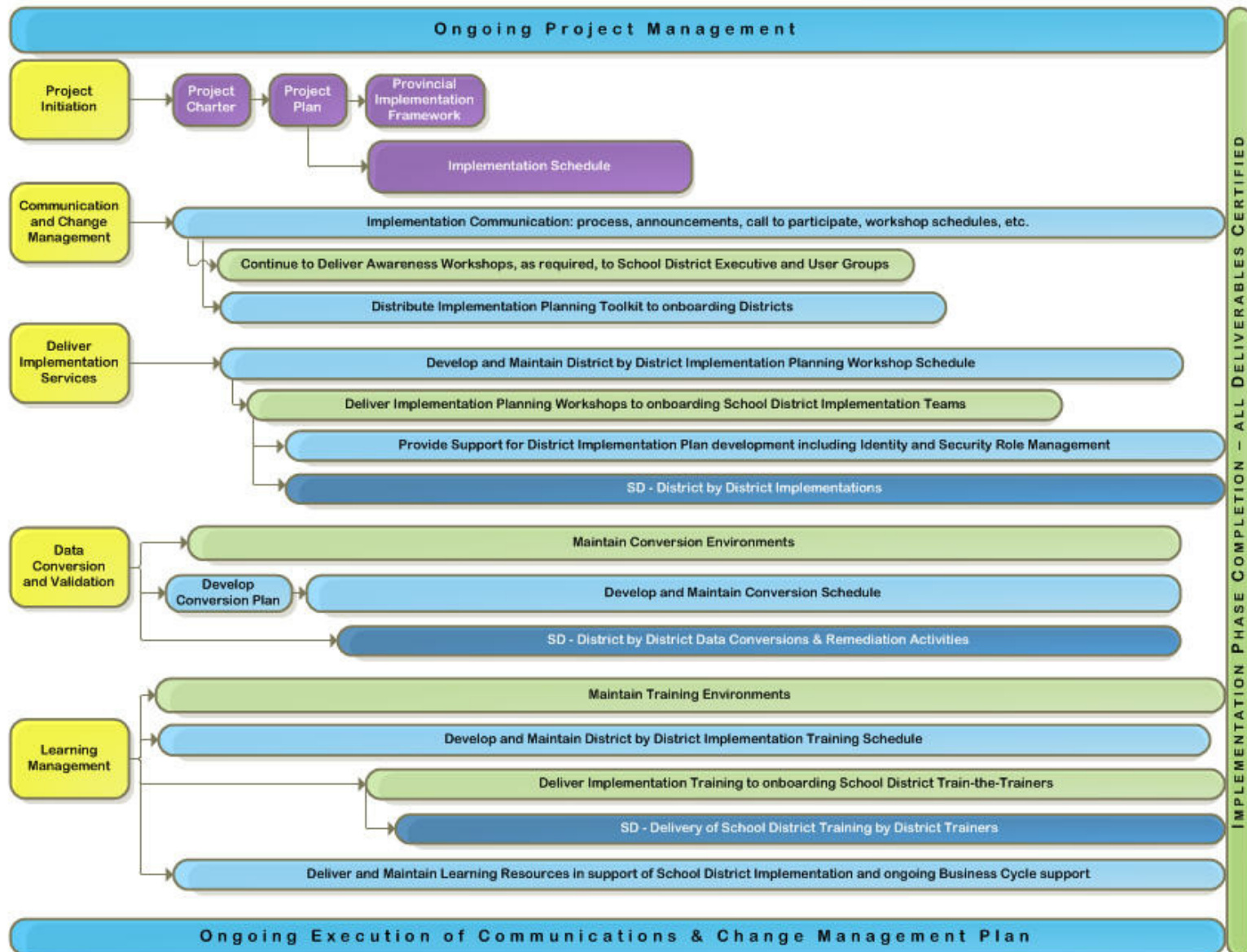
For the duration of the Transition Services, the Parties will comply with the Transition Governance Process set out in Appendix 6 (*Transition Governance*).

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Sect 21

## 2. Implementation Services.



**APPENDIX 2 TO SCHEDULE 2 – PART 1**  
**START-UP SERVICES STATEMENT OF WORK**

## Table of Contents

<b>1. Project Initiation.....</b>	<b>1</b>
1.1 Project Initiation Activities.....	1
1.2 Summary of Project Initiation Deliverables.....	1
<b>2. Communications and Change Management.....</b>	<b>2</b>
2.1 Communications and Change Management Planning.....	2
2.2 Working Group Identification.....	2
2.3 Awareness Workshops.....	2
2.4 School District Implementation Planning Toolkit.....	4
2.5 Review of Business Processes.....	5
2.6 Summary of Communications and Change Management Deliverables.....	5
<b>3. Infrastructure Set-up.....</b>	<b>6</b>
3.1 Infrastructure and Platform Services.....	6
3.2 Network Services.....	7
3.3 Service Environments.....	8
3.4 Data Backup and Recovery.....	8
3.5 High Availability Environment.....	9
3.6 Authentication Services.....	9
3.7 Templates for Service Delivery.....	10
3.8 Facility Readiness.....	11
3.9 Summary of Infrastructure Set-up Deliverables.....	11
<b>4. Service Management and Support Set-up.....</b>	<b>12</b>
4.1 Service Desk.....	12
4.2 Problem and Incident Management.....	12
4.3 Quality Management Services.....	13
4.4 Risk Management Plan.....	13
4.5 Summary of Service Management and Support Set-up Deliverables.....	14
<b>5. Application Environment Build.....</b>	<b>14</b>
5.1 Application Development Overview.....	14
5.2 Application Configuration.....	15
5.3 Application Extensions.....	16
5.4 Application Enhancements.....	16
5.5 Data Conversion and Validation.....	16
5.6 Provincial Reporting.....	17
5.7 Data Exchange.....	18
5.8 ETL for EARS.....	18
5.9 Archiving and Student Locator.....	19
5.10 Billing Build.....	19
5.11 Security Model and Identity Management Set-up.....	20
5.12 User Collaboration Website Set-up.....	20
5.13 Application Environment Readiness.....	21
5.14 Summary of Application Environment Build Deliverables.....	21

<b>6. Training Set-up. ....</b>	<b>22</b>
6.1 Training Services (Learning Management). ....	22
6.2 Training Materials (Learning Resources). ....	24
6.3 Summary of Training Set-up Deliverables. ....	24
<b>7. Production Readiness. ....</b>	<b>24</b>
7.1 Production Readiness Activities. ....	24
7.2 Summary of Production Readiness Deliverables. ....	25
<b>8. Preparation for Implementation Services. ....</b>	<b>25</b>
8.1 Preparation for Implementation Services Activities. ....	25
8.2 Summary of Preparation for Implementation Services Deliverables. ....	25
<b>9. Preparation for Services As Needed. ....</b>	<b>26</b>
9.1 Preparation for Services As Needed Activities. ....	26
9.2 Summary of Preparation for Services As Needed Deliverables. ....	26
<b>10. Project Management. ....</b>	<b>26</b>
10.1 Project Activities. ....	26
10.2 Project Delivery and Governance. ....	27
10.3 Project Status Reporting and Meetings. ....	27
10.4 Project Change Control Procedures. ....	27

## 1. Project Initiation.

### 1.1 Project Initiation Activities.

The Service Provider will:

- (a) initiate the Start-up Project for the delivery of the Start-up Services and create the framework for delivery of the Start-up Project to ensure that all stakeholders have a clear understanding of the background, scope, key expectations, environment, and critical success factors for the Start-up Services;
- (b) prepare and provide to the Province:
  - (i) a project charter (the “**Start-up Project Charter**”) that:
    - (1) outlines all key aspects of the project including goals, objectives, stakeholders and major Deliverables of the Start-up Project, and
    - (2) describes how the project will be organized and managed;
  - (ii) a detailed start-up plan (the “**Start-up Project Plan**”) that includes all activities required to complete the Start-Up Services and prepare for the Implementation Services;
  - (iii) a privacy compliance plan (the “**Privacy Compliance Plan**”) that sets out the activities to be undertaken by the Service Provider to ensure the Services comply with the privacy and security requirements of this Agreement (in particular as set out in Article 13 and Schedule 13 (*Personal Information and Protection and Security Obligations*); and
  - (iv) a production readiness plan (the “**Assessment of Production Readiness Plan**”) that sets out, subject to Appendix 5 (*Acceptance*) to Part 1 of Schedule 1, a summary of the activities to be undertaken by the Service Provider to demonstrate that the Start-Up Services (including Deliverables) described in this Appendix have been delivered and completed and that the Implementation Services and the Ongoing Services may begin.

### 1.2 Summary of Project Initiation Deliverables.

The following table summarizes key Deliverables under this Section 1.

Deliverable	Description	Completion Criteria/ Acceptance Criteria
Start-up Project Charter	See Section 1.1(b)(i)	Document Deliverable
Start-up Project Plan	See Section 1.1(b)(ii)	Document Deliverable
Privacy Compliance Plan	See Section 1.1(b)(iii)	Document Deliverable

Deliverable	Description	Completion Criteria/ Acceptance Criteria
Assessment of Production Readiness Plan	See Section 1.1(b)(iv)	Province review

## 2. Communications and Change Management.

### 2.1 Communications and Change Management Planning.

In addition to, and in accordance with, the communication obligations and requirements set out in Section 7.3 (*Province Customer Communications*) of the main body of the Agreement and Schedule 7 (*Communication Plan and Process*), the Service Provider will:

- (a) prepare and provide to the Province a change management plan (the “**Change Management Plan**”) that describes the approach and activities related to managing change for School Districts and other affected stakeholders;
- (b) prepare and provide to the Province a change management communication plan (the “**Change Management Communication Plan**”) that describes the communications approach and activities in support of the Change Management Plan; and
- (c) implement the Change Management Plan and the Change Management Communication Plan.

### 2.2 Working Group Identification.

In consultation with the Province and SMEs, the Service Provider will identify appropriate working groups, whose role will be to assist the Service Provider during the delivery of Transition Services by providing (a) expert advice on requirements as needed; (b) reviewing and accepting specifications; and (c) performing user acceptance testing.

### 2.3 Awareness Workshops.

The Service Provider will:

- (a) in consultation with the Province, determine the best way to showcase to stakeholders the benefits of moving to SIS as soon as possible;
- (b) develop, deliver and lead awareness workshops (“**Awareness Workshops**”):
  - (i) for School District executives that will:
    - (1) be delivered online or, to allow the executives to attend in person, at strategic locations around British Columbia and Yukon as mutually agreed by the Parties;



- (2) commence no later than December 31, 2013 and continue throughout the Transition Services as mutually agreed by the Parties; and
    - (3) introduce SIS, identify its benefits and timelines, and provide the executives with a clear understanding of SIS;
  - (ii) for School District users that will:
    - (1) be delivered online or, to allow the School District users to attend in person, at strategic locations around British Columbia and Yukon as mutually agreed by the Parties;
    - (2) commence no later than December 31, 2013 and continue throughout the Transition Services as mutually agreed by the Parties; and
    - (3) demonstrate key SIS functionality and inform School Districts of the implementation, training, and support services that will be available to them;
  - (iii) for Ministry staff and other personnel designated by the Province that will:
    - (1) be held in Victoria;
    - (2) commence no later than December 31, 2013 and continue throughout the Transition Services as mutually agreed by the Parties;
    - (3) provide them with an understanding of SIS;
- (c) at each of the Awareness Workshops:
  - (i) provide an overview of the Application, including its look and feel, its capabilities and provide the opportunity to engage with Service Provider personnel that have expert knowledge of the Software;
  - (ii) introduce the project timelines and the expectations of the Ministry, School Districts, and Service Provider roles and responsibilities; and
- (d) as reasonably determined by the Service Provider to be necessary for the Awareness Workshops:
  - (i) develop awareness workshop materials and distribute the materials through the Service Provider's website to School Districts; and
  - (ii) develop, record and deliver web based versions of the Awareness Workshops to allow a wider audience to participate.

## 2.4 School District Implementation Planning Toolkit.

To assist School Districts in planning and executing a successful implementation, the Service Provider will prepare and provide (including providing such materials as and when they become available) to the Province and School Districts a toolkit (the “**District Implementation Planning Toolkit**”), which will build on materials used for the BCeSIS implementation, that includes:

- (a) a definition and description of the implementation stage gate process that will be used for delivery of the Implementation Services and, in particular, an implementation stage gate definition;
- (b) a School District implementation framework and guidance on developing School District implementation plans;
- (c) School District readiness checklist;
- (d) functional adoption (Level 1, Level 2, Level 3) – Capability Maturity Model;
- (e) conversion options:
  - (i) entire School District;
  - (ii) family of schools within a School District;
  - (iii) elementary, middle or secondary schools;
- (f) conversion validation task(s) list;
- (g) infrastructure readiness assessment;
- (h) security plan;
- (i) identity management plan;
- (j) risk management;
- (k) FOIPPA compliance guidelines;
- (l) training strategy;
- (m) training schedule;
- (n) communications:
  - (i) Province review of the SIS project;
  - (ii) questions and answers document; and
  - (iii) School District and school benefits;

- (o) configuration planning documents;
- (p) project schedule;
- (q) resource requirements:
  - (i) School Districts;
  - (ii) school;
  - (iii) time investments; and
  - (iv) end user support plan;
- (r) meeting schedule;
- (s) collaboration tools;
- (t) links to videos;
- (u) links to documentation;
- (v) contact matrix; and
- (w) FIT gap – business process change;
- (x) data linkages; and
- (y) completion criteria.

## **2.5 Review of Business Processes.**

The Service Provider will support the Province’s review of current business processes for key areas to provide recommendations as to how the new SIS will be configured to meet business needs.

## **2.6 Summary of Communications and Change Management Deliverables.**

The following table summarizes key Deliverables under this Section 2.

<b>Deliverable</b>	<b>Description</b>	<b>Completion Criteria/ Acceptance Criteria</b>
Change Management Plan	See Section 2.1(a)	Province Review
Change Management Communication Plan	See Section 2.1(b)	Document Deliverable
Awareness Workshops	See Section 2.3	N/A

Deliverable	Description	Completion Criteria/ Acceptance Criteria
District Implementation Planning Toolkit	See Section 2.4	Document Deliverable

### 3. Infrastructure Set-up.

The Service Provider will establish the technical environment and services (facility, infrastructure, platform and network) necessary to run and support the Services, along with the processes needed for delivery of the Ongoing Services and Services as Needed, including all activities required to define the processes and procedures for managing the services in the Primary Data Centre and Secondary Data Centre using, to the extent that such compliance does not conflict with or establish a lower standard of service delivery than this Agreement or the Province Policies:

- (a) lessons learned from the Service Provider's delivery of similar services to its other customers;
- (b) ITIL best-practices; and
- (c) experience obtained from Follett.

#### 3.1 Infrastructure and Platform Services.

The Service Provider will:

- (a) establish each of the Data Centres, including each of the corresponding services described in Section 1 (*Hosting Services*) and Section 2 (*Facility Services*) of Appendix 2 to Part 2 of Schedule 2;
- (b) establish and document standard procedures to manage each of the Data Centres and their services and contract relationship in accordance with the Service Levels and other applicable obligations under this Agreement, including as provided for in:
  - (i) Section 3.13 (*Restrictions on Shared Environment*) of the main body of the Agreement;
  - (ii) Article 4 (*Service Data and Locations*);
  - (iii) Article 13 (*Privacy, Security and Confidentiality*); and
  - (iv) Schedule 13 (*Personal Information Protection and Security Obligations*);
- (c) establish and document standard procedures to manage infrastructure, software, contract relationships and vendor maintenance agreements in accordance with the Service Levels and other applicable obligations under this Agreement, including as provided for in Article 9 (*Subcontractors*);

- (d) obtain and manage all platform software licences, including for the operating system and database), with the exception of the Province's identity management Software;
- (e) install and manage identity management Software known as the "Siteminder Agent"; and
- (f) order and install infrastructure required to operate the SIS and Application at both Data Centres.

### **3.2 Network Services.**

The Service Provider will:

- (a) establish the network services described in Section 3 (*Network Manage Services*) of Appendix 2 to Part 2 of Schedule 2;
- (b) act as authorized technical contact for communication and escalation for issues with Province supplied network hardware and software in support of the Services;
- (c) establish and document standard procedures to manage the Service Providers' network environment, including third party contracts and vendor maintenance agreements in accordance with the Service Levels and other applicable obligations under this Agreement;
- (d) complete network design and planning for the Services, configuration and managed firewalls;
- (e) implement a dedicated network environment;
- (f) establish network design and plans including configurations, managing firewalls, IP assignments, 24x7 packet loss and network monitoring/reporting, technical support and maintenance;
- (g) order and implement the network devices in the each of the Data Centres and, as applicable, at each of the other Service Locations;
- (h) with the cooperation of the Province, implement the connection of the Province's "Converged Edge" network to the Data Centres;
- (i) implement access connectivity between the Service Provider's service centre in Victoria and the SPAN/BC gateway in Victoria; and
- (j) order and implement a redundant secondary access connectivity for Provincial users via the Internet to be used in a disaster recovery event in accordance with Disaster Recovery Plan.

### 3.3 Service Environments.

The Service Provider will establish the hosted environments at the Data Centres for the Services described in Section 1.2 (*Hosted Environments*) of Appendix 2 to Part 2 of Schedule 2, subject to the following:

- (a) the Service Provider will populate the SDTest environment with production data no later than August 31, 2014;
- (b) the Service Provider will provide and maintain the following two specific training environments (the “**Training Environments**”) for the duration of the Transition Services:
  - (i) a generic train-the-trainer environment for delivery of learning events to School District trainers (the “**Train-the-Trainer Environment**”); and
  - (ii) an additional training environment for use by School District trainers for School District personnel using a scrambled copy of SIS production data (the “**School District Training Environment**”); and
- (c) an environment used for the conversion services for the duration of the Transition Services (the “**Conversion Environment**”).

### 3.4 Data Backup and Recovery

The Service Provider will:

- (a) establish the backup, restore and recovery services described in Section 7.3 (*Backup, Restore and Recovery*) of Appendix 2 to Part 2 of Schedule 2;
- (b) establish and document standard procedures to manage, monitor and make changes to the backup environment in accordance with established change management procedures and the Service Levels and other applicable obligations under this Agreement;
- (c) implement the replication of production backup data from the Primary Data Centre to Secondary Data Centre;
- (d) define and test restoration procedures to meet the Restore Time Objectives determined in accordance with this Agreement;
- (e) establish backup retention management; and
- (f) establish procedures to regularly test the backup data via the regular SDTest refresh at the Secondary Data Centre, using production data.

### 3.5 High Availability Environment.

The Service Provider will:

- (a) establish and document standard procedures to manage, monitor and make changes to the SIS environments in accordance with established change management procedures and the Service Levels and other applicable obligations under this Agreement;
- (b) subject to and in accordance with, the service continuity related obligations and requirements set out in Article 14 (*Service Continuity*):
  - (i) implement service continuity management with backup, restore and recovery procedures;
  - (ii) prepare and provide to the Province a draft Service Continuity Plan, including a draft Disaster Recovery Plan (the “**Draft Service Continuity Plan**”);
- (c) prepare and provide to the Province an availability management plan (the “**Availability Management Plan**”) for the delivery of the availability management services described in Section 8.1 (*Availability Management*) of Appendix 2 to Part 2 of Schedule 2 that defines the availability management methodology, design and processes to maximize the availability of SIS, minimize the impact of an incident, and quickly recover from an incident;
- (d) implement availability management in accordance with the Availability Management Plan to optimize the capability of the Services in order to deliver an effective and sustained level of availability that enables the Province and the Province Customers to satisfy their business objectives;
- (e) prepare and provide to the Province a capacity management plan (the “**Capacity Management Plan**”) for the delivery of the capacity management services described in Section 8.2 (*Capacity Management*) of Appendix 2 to Part 2 of Schedule 2 that defines the capacity management methodology and the processes used to identify the current and predicated demand for the Services and provide the impact assessment which identify the effects of new business requirements to the current application and infrastructure; and
- (f) implement capacity management in accordance with the Capacity Management Plan to monitor, measure, and plan to meet Service Level Requirements and ensure that current and future capacity and performance requirements of the Province and the Province Customers are met.

### 3.6 Authentication Services.

- (a) The Service Provider, working with the Province, will integrate the SIS with the Province’s common authentication services to ensure seamless User access to all

online Services. Integration with the Province's common authentication services will include the use of:

- (i) Business BCeID for all School District staff;
  - (ii) BC Services Card for parents and students;
  - (iii) native Aspen ID for parents and students that do not have a BC Services Card; and
  - (iv) IDIR for Ministry staff.
- (b) The Province will provide to the Service Provider documentation on the use and access to the Province's common authentication service. In addition, the Province will provide communications materials that the Service Provider will incorporate into the process documentation.
- (c) The Service Provider, in consultation with the Province, will:
- (i) document processes for School District on the use of BCeID, BC Services Cards, and Aspen ID for SIS Users; and
  - (ii) document processes for School District and schools to migrate parents and students from the native Aspen ID to the BC Services Card when parents or students choose to use the BC Services Card.
- (d) The Service Provider will:
- (i) test and implement the software integration required to authenticate Users with the Province's common authentication services; and
  - (ii) develop training materials for School District access to the SIS.

### **3.7 Templates for Service Delivery.**

The Service Provider will:

- (a) prepare and provide to the Province the following service delivery templates for reporting ("**Templates for Service Delivery**"), including providing the structure and information required for each of the reports and ensuring the content and information required of each report is appropriate and the time to deliver each report is minimized:
  - (i) quarterly:
    - (1) Ordinary Course Changes; and
    - (2) Technology Improvements and Currency;



- (ii) annually:
  - (1) Annual Release Plan
  - (2) Annual Operating Plan;
  - (3) Annual Operating Plan Certificate;
  - (4) Technology Improvements and Currency; and
  - (5) Capacity Plan Report;
- (iii) as requested: Service Continuity Action Plan; and
- (iv) post incident review.

### 3.8 Facility Readiness.

Upon the completion of all activities in respect of the establishment of the services described in this Section 3, including delivery of all Deliverables,

- (a) the Service Provider will provide to the Province a certificate of completion (the “**Certificate of Completion for Facility Readiness**”) signed by the Service Provider that evidences that all Deliverables and activities in respect of the establishment of the services described in this Section 3 have been delivered and completed; and
- (b) the Province will exercise its rights under, and in accordance with Article 18 (*Audit Rights*), to review and confirm, as it determines appropriate, that the establishment of the services described in this Section 3 complies with this Agreement. For certainty, the exercise of such rights by the Province is at the option of the Province and will not preclude or otherwise limit any rights the Province may have under this Agreement.

### 3.9 Summary of Infrastructure Set-up Deliverables.

The following table summarizes key Deliverables under this Section 3.

Deliverable	Description	Completion Criteria/ Acceptance Criteria
Draft Service Continuity Plan	See Section 3.5(b)	Province Review
Availability Management Plan	See Section 3.5(c)	Province Review
Capacity Management Plan	See Section 3.5(e)	Province Review
Templates for Service Delivery	See Section 3.7	Province Review
Certificate of Completion for Facility Readiness	See Section 3.8	Document Deliverable

#### **4. Service Management and Support Set-up.**

##### **4.1 Service Desk.**

The Service Provider will establish a multi-disciplinary Level 2 Service Desk for the Level 2 Support described in Section 9 (*Service Desk*) of Appendix 2 to Part 2 of Schedule 2 that will support SIS, and will:

- (a) subject to Service Support Procedures and to the extent that it does not conflict with or establish a lower standard of service delivery than this Agreement or the Province Policies:
  - (i) provide a single point of contact for all Services; and
  - (ii) refine service desk triage processes to facilitate School District contact with the Service Provider on the appropriate systems;
- (b) train Level 2 Service Desk personnel on all the associated tools for the Services;
- (c) define training requirements for Provincial and Level 1 Support contacts for self-serve reporting;
- (d) develop the Pando knowledgebase for solutions to potential incidents;
- (e) develop requirements for reporting on Level 2 Service Desk trending analysis; and
- (f) upon such completion, provide to the Province a certificate of completion (the “**Certificate of Completion for Service Desk Readiness**”) signed by Service Provider that evidences that all Deliverables and activities in respect of the establishment of the services described in this Section 4.1 and in Section 4.2 have been delivered and completed.

##### **4.2 Problem and Incident Management.**

In addition to, and in accordance with, the Problem related obligations and requirements set out in Section 6.6 (Problem Alert and Escalation Procedures) of the main body of the Agreement, the Service Provider will:

- (a) prepare and provide to the Province a document (the “**Service Support Procedures**”) that complies with ITIL best-practices and, as practicable, draws on existing procedures, to the extent that such compliance does not conflict with or establish a lower standard of service delivery than this Agreement or the Province Policies, and that:
  - (i) provides Priority Level definitions, based on impact and urgency from the perspective of the Province and the Province Customers;

- (ii) provides the procedures and timing for escalation of unresolved incidents and problems to increasing senior levels of oversight based on the applicable Priority Level and elapsed time;
- (iii) provides the procedures, and timing for reporting to the Province on unresolved incident and problems based on the applicable Priority Level and elapsed time;
- (iv) provides the procedures for:
  - (1) the determination of clock-start and clock-stop in respect of incidents and problems; and
  - (2) the re-categorization of Priority Levels applicable to an incident or problem based on a determination of the Province;
- (v) provides the procedures for communication with service desks, which include telephone, email, website and fax contact, and between the Province and the School District support staff, on the one hand, and the Service Provider, on the other, in respect of incidents, service requests and problem management processes;
- (b) develop and implement ticket management for the Services by defining and configuring the ticket management structure; and
- (c) use the appropriate defect tracking tools during the Start-up Services in respect of Application Enhancements.

#### **4.3 Quality Management Services.**

In consultation with the Province, the Service Provider will prepare and provide to the Province a continuous improvement plan (the “**Continuous Improvement Plan**”) for all service areas that includes (a) a continuous improvement framework for the delivery of the Services and related processes; and (b) addresses the quality management and continuous improvement related obligations and requirements described in Section 6.2 (*Quality Management Services*) of Appendix 2 to Part 2 of Schedule 2.

#### **4.4 Risk Management Plan.**

In consultation with the Province, the Service Provider will prepare and provide to the Province a risk management plan (the “**Risk Management Plan**”) that (a) includes the identification and assessment of material risks that could have an impact on the Services and options for the treatment or mitigation of those risks; and (b) addresses the risk management obligations and requirements described in Section 6.3 (*Risk Management Planning Services*) of Appendix 2 to Part 2 of Schedule 2.

#### 4.5 Summary of Service Management and Support Set-up Deliverables.

The following table summarizes key Deliverables under this Section 4.

Deliverable	Description	Completion Criteria/ Acceptance Criteria
Certificate of Completion for Service Desk Readiness	See Section 4.1	Document Deliverable
Service Support Procedures	See Section 4.2	Document Deliverable
Continuous Improvement Plan	See Section 4.3	Province Review
Risk Management Plan	See Section 4.4	Province Review

### 5. Application Environment Build.

#### 5.1 Application Development Overview.

The Application will be developed using:

- (a) the baseline Aspen 5.0 version or higher general release, which baseline version the Service Provider will recommend to the Province for Approval no later than November 30, 2013;
- (b) changes made to functionality within the Application to meet functional requirements, including, School District and school preferences setup, user account creation, user role and security tag configuration, data dictionary maintenance (field label configurations), reference tables creation and management, Aspen template modifications, grade term and grade scale setup, transcript definition configuration, grade input setup, qualification list definition, and GPA setup; but excluding Application Extensions and Application Enhancements (“**Application Configurations**”);
- (c) changes that extend the functionality within the Application to meet functional requirements, including built-in reports, exports/import, procedures, third party interfaces and workflows, but does not include Application Configuration and Application Enhancements (“**Application Extensions**”);
- (d) changes made to functionality within the Application that require additional work, beyond basic system configuration, to meet functional requirements, including changes to the core application code as managed by Follett; but excluding Application Configuration and Application Extensions (“**Application Enhancements**”). For certainty, where the term Application Enhancements is used in respect of the Transition Services, the term excludes future product enhancements (planned or otherwise) that may be procured as part of Services as Needed or otherwise under this Agreement

## 5.2 Application Configuration.

The Service Provider will:

- (a) in consultation with the Province, SMEs and appropriate working groups, document all configuration decisions regarding the Application as follows:
  - (i) confirm selected SMEs for workshop participation via the Province;
  - (ii) conduct configuration workshop sessions with the selected SMEs that:
    - (1) uses an initial baseline configuration of the Application to facilitate workshop discussion; and
    - (2) provides direction and advice to the Service Provider regarding the appropriate configuration of the Application to support School District business processes;
  - (iii) build a baseline configuration of the Application (the “**Baseline Application Configuration**”) that:
    - (1) provides flexibility to modify the Baseline Application Configuration to specific School District needs;
    - (2) permits School District users to manage their data, build and run any reports, perform data imports/extracts and share reports or data within their School District as required; and
    - (3) complies with SIS Specifications (to the extent such functionality may be achieved by Application Configuration) and incorporates the configuration decisions made at the configuration workshop sessions;
  - (iv) document the configuration decisions for Baseline Application Configuration in a report (the “**Baseline Application Configuration Report**”); and
- (b) provide orientation to the Province and SMEs as part of configuration workshop sessions on system administration of the Application that:
  - (i) is based on the functional requirements for SIS;
  - (ii) is provided in a three day workshop format;
  - (iii) will provide the necessary knowledge and skills needed for Application Configuration and for administrative users to learn aspects of administering the Application; and
  - (iv) will meet the following agenda:

- (1) Day 1 – School District and school preferences setup; user account creation; and user role and security tag configuration;
- (2) Day 2 – data dictionary; reference tables; template modifications; and
- (3) Day 3 – grade term and grade scale setup; transcript definition configuration; grade input setup; qualification list definition; GPA setup.

### 5.3 Application Extensions.

The Service Provider will:

- (a) in consultation with the Province and SMEs, prepare and provide to the Province the specifications (the “**Application Extension Specifications**”) for the Application Extensions (the “**Required Application Extensions**”) that are necessary for the Application to comply with the SIS Specifications;
- (b) develop and implement the Required Application Extensions for the Application in accordance with Application Extension Specifications and the SIS Specifications, including for programming for built-in reports, exports/import, procedures, third party interfaces and workflows; and
- (c) prepare and provide a document to the Province and School Districts (the “**Application Extension Documentation**”) that specifies how Application Extensions may be carried forward to future Application releases;

### 5.4 Application Enhancements.

The Service Provider will:

- (a) in consultation with the Province and SMEs, prepare and provide to the Province the specifications (the “**Application Enhancement Specifications**”) for the Application Enhancements (the “**Required Application Enhancements**”) that are necessary for the Application to comply with the SIS Specifications; and
- (b) develop and implement the Required Application Enhancements for the Application in accordance with the Application Enhancement Specifications and the SIS Specifications.

### 5.5 Data Conversion and Validation.

The Service Provider will:

- (a) in consultation with the Province and SMEs, prepare and provide to the Province a document (the “**Data Conversion Specifications**”) that details the data mapping from data from BCeSIS to SIS that:

- (i) is based on the analysis and mapping of legacy data under the BCeSIS data model to the SIS data model by a BCeSIS data model expert and a SIS Data model expert, both of whom are provided by the Service Provider;
  - (ii) includes a conversion process that meets the needs of the Province and School Districts; and
  - (iii) may include minor variation of the conversion process to accommodate unique School District data (e.g. ad hoc fields) during the delivery of the Implementation Services; and
- (b) develop and implement the data conversion software package (the “**Data Conversion Component**”) as required to move data from BCeSIS to SIS in accordance with the Data Conversion Specifications and SIS Specifications, including developing the Data Conversion Component application code and procedures; and

## 5.6 Provincial Reporting.

The Service Provider will:

- (a) in consultation with the Province and School Districts, prepare and provide to the Province the specifications (the “**Reporting Specifications**”) for the configuration and implementation of reporting software packages (the “**Reporting Component**”) to provision the reporting imports and exports and reports required for the Service Provider to meet its reporting obligations under this Agreement, including for Ministry reporting:
  - (i) PEN retrieval;
  - (ii) report cards and permanent student records;
  - (iii) Ministry reporting exports (1701, SADE, Class size, TRAX, StrongStart attendance) and verification reports; and
  - (iv) Ministry imports (exam marks, historical exam marks, FSA marks, years of ESL) and verification reports; and
- (b) develop and deliver the Reporting Component in accordance with the Reporting Specifications and SIS Specifications, including developing such Reporting Component based on existing documentation and software to the extent practicable; and

## 5.7 Data Exchange.

The Service Provider will:

- (a) prepare and provide to the Province the specifications (the “**Data Exchange Specifications**”) for the data exchange package to provision the data exchange services (the “**Data Exchange Component**”) described in Section 4.1 (*Data Exchange Services*) of Appendix 2 to Part 2 of Schedule 2;
- (b) develop and implement the Data Exchange Component for SIS in accordance with the Data Exchange Specifications and SIS Specifications;
- (c) prepare and provide to the Province a system administration user guide on how to use, create and maintain imports and exports (the “**Data Exchange Documentation**”);
- (d) create data exchanges for the extract and import requirements, including data constructs, set out in Exhibit 2 (*Data Exchange Requirements*) to Appendix 2 to Part 2 of Schedule 2; and
- (e) provide the same data constructs as BCeSIS specifications for School District use during the Term.

## 5.8 ETL for EARS.

The Service Provider acknowledges and agrees that the Province’s reporting solution known as the Education Analytics Reporting System (“**EARS**”) will not require any modifications to accommodate SIS.

The Service Provider will:

- (a) provide extract and transform functionality from SIS that will be merged into the current load portion of the extract, transform and load (“**ETL**”) functionality for BCeSIS during the Start-up Services;
- (b) merge data in such a manner to prevent duplication;
- (c) prepare and provide to the Province the specifications (the “**ETL Specifications**”) for custom ETL software for SIS (the “**ETL Component**”);
- (d) develop and implement the ETL Component in accordance with the ETL Specifications and SIS Specifications; and
- (e) after completion of the Transition Services, ensure the ETL is run wholly from SIS.



## 5.9 Archiving and Student Locator.

The Service Provider will:

- (a) in consultation with the Province and SMEs, prepare and provide to the Province the specifications (the “**Archive and Student Locator Specifications**”) for the archive and locator software package (the “**Archive and Student Locator Component**”) required to provision the archiving and reloading services described in Section 5.2 of Appendix 2 to Part 2 of Schedule 2 (Archiving and Reloading Services), including detailed requirements for the archiving and student locator functionality, and ensuring such archiving and reloading services meet the needs of the Province and School Districts; and
- (b) develop and implement the Archive and Student Locator Component in accordance with the Archive and Student Specifications and SIS Specifications, including developing the Archive and Student Locator Component application code and procedures.

## 5.10 Billing Build.

The Service Provider will:

- (a) prepare and provide to the Province the specifications (the “**Billing Specifications**”) for a monthly usage billing system (the “**Billing System**”) in respect of the Services that is prepared in consultation with the Province by a business analyst provided by the Service Provider; and
- (b) develop and implement the Billing System in accordance with the Billing Specifications and SIS Specifications, including developing the Billing System application and procedures, and ensure the Billing System:
  - (i) draws its information on student enrolment and courses directly from SIS;
  - (ii) uses calculation rules that are table driven so the Province is able to manage any rule changes directly, without requiring code changes;
  - (iii) calculates usage fees based upon grade levels, student type and school and/or school district type;
  - (iv) creates an audit log of assessed charges, and reporting on that log;
  - (v) generates verification reports for use by School Districts and the Ministry; and
  - (vi) generates summary reports and transaction files for preparation of invoices and recoveries, including an export for the Ministry’s financial systems (Common Disbursement System (CDS) or equivalent).

### 5.11 Security Model and Identity Management Set-up.

The Service Provider will:

- (a) define a security model baseline to facilitate workshop discussions on security model configuration and implementation models;
- (b) with the cooperation and assistance of the Province and SMEs, develop a flexible security model that defines security roles and access permissions for SIS where:
  - (i) security roles and access permissions may be adjusted for unique School District preferences;
  - (ii) security roles are used to grant access to the system by user duties, such as guidance counselors, grading managers, and attendance managers;
  - (iii) security roles determine access to data dictionary tables within SIS, such as grades, student information, and district data;
  - (iv) there are six core privileges for each data dictionary table in SIS, create, read, update, delete, mass update (the ability to modify multiple records with a single operation) and global access, which is a feature that allows appropriate access to database tables for privileged users to perform queries, reporting, and view audit logs;
- (c) prepare and provide to the Province an Application security configuration and implementation summary (the “**Application Security Configuration and Implementation Summary**”) that includes the following two parts:
  - (i) the security model developed in accordance with this Section 5.11; and
  - (ii) how School District administrators will implement and manage the security roles and access permissions within their School District (the “**Security Implementation and Management Document**”).

### 5.12 User Collaboration Website Set-up.

The Service Provider will:

- (a) prepare and provide to the Province the specifications (the “**UCW Specifications**”) for a user collaboration website (the “**UCW**”) that:
  - (i) is based on high level requirements gathered by the Service Provider from the Ministry and SMEs; and
  - (ii) will be used, initially, to keep the educational community in British Columbia informed through an exchange of information and ideas about SIS and related events; and

- (b) develop and deploy the first iteration of the UCW (the “**Initial UCW**”) in accordance with Sections 5.12(a)(i) and (ii) and the SIS Specifications.

### 5.13 Application Environment Readiness.

The Service Provider will prepare and provide to the Province a certificate of completion (the “**Certificate of Completion for Application Readiness**”) in accordance with the Assessment of Production Readiness Plan that is signed by the Service Provider and that evidences that all Deliverables and activities in respect of the Application described in this Section 5 have been delivered and completed.

### 5.14 Summary of Application Environment Build Deliverables.

The following table summarizes key Deliverables under this Section 5.

<b>Deliverable</b>	<b>Description</b>	<b>Completion Criteria/ Acceptance Criteria</b>
Baseline Application Configuration Report	See 5.2(a)(iv)	Document Deliverable
Application Extension Specifications	See Section 5.3(a)	Document Deliverable
Required Application Extensions	See Section 5.3(b)	Component Deliverable
Application Extension Documentation	See Section 5.3(c)	Province Review
Application Enhancement Specifications	See Section 5.4(a)	Province Review
Required Application Enhancements	See Section 5.4(b)	Component Deliverable
Data Conversion Specifications	See Section 5.5(a)	Province Review
Data Conversion Component	See Section 5.5(b).	Province Review
Reporting Specifications	See Section 5.6(a)	Province Review
Reporting Component	See Section 5.6(b)	Province Review
Data Exchange Specifications	See Section 5.7(a)	Province Review
Data Exchange Component	See Section 5.7(b)	Component Deliverable
Data Exchange Documentation	See Section 5.7(c)	Province Review
ETL Specifications	See Section 5.8(b)	Province Review
ETL Component	See Section 5.8(d)	Province Review
Archive and Student Locator Specifications	See Section 5.9(a)	Document Deliverable
Archive and Student Locator Component	See Section 5.9(b)	Component Deliverable
Billing Specifications	See Section 5.10(a)	Province Review
Billing System	See Section 5.10(b)	Component Deliverable

<b>Deliverable</b>	<b>Description</b>	<b>Completion Criteria/ Acceptance Criteria</b>
Application Security Configuration and Implementation Summary	See Section 5.11(c)	Province Review
UCW Specifications	See Section 5.12(a)	Province Review
Initial UCW	See Section 5.12(b)	Component Deliverable
Certificate of Completion for Application Readiness	See Section 5.13	Document Deliverable

## **6. Training Set-up.**

### **6.1 Training Services (Learning Management).**

The Service Provider will:

- (a) establish the training baselines for successful implementation, based on requirements identified for various user roles;
- (b) ensure that for each of the Training Environments:
  - (i) data may be restored with SIS production data;
  - (ii) generic user profiles will be maintained and not lost over time; and
  - (iii) data in Training Environments will be refreshed using scrambled SIS production data (from BCeSIS production data) regularly, in consultation with School Districts;
- (c) prepare and provide to the Province for Approval a strategy for delivering the training in respect of SIS (the “**Training Strategy**”) that:
  - (i) defines required training by user role;
  - (ii) aligns with key School District business events throughout the year;
  - (iii) aligns the courses provided to School District staff business needs;
  - (iv) accommodates additional training sessions beyond the published calendar of training events based on the training demand from School Districts;
  - (v) provides the flexibility to adapt course content and class length over the Term;
  - (vi) incorporate the various implementation approaches that may be taken (family of schools, full School District implementation or by school type);

- (vii) provides a flexible schedule that allows:
  - (1) School Districts participating in Wave 1 to participate in Wave 2 training; and
  - (2) for the uptake of additional functionality;
- (d) finalize the required training for various user roles based on training courses set out in Exhibit 1 (*Training Courses*) to Appendix 2 to Part 2 of Schedule 2 with input from the Province;
- (e) identify and perform any required setup for training and training events;
- (f) determine appropriate training methods to be used for each training module;
- (g) review, enhance and develop learning resources to reflect the BC Implementation for Implementation Services;
- (h) prepare and provide to the Province for Approval a training plan for the Service Provider to implement the Training Strategy (the “**Training Plan**”) that:
  - (i) includes the training to be delivered by the Service Provider;
  - (ii) Ministry and SME’s participating in Start-up activities; and
  - (iii) School Districts participating in Wave 1;
- (i) prepare and provide to the Province a schedule in respect of the Training Strategy (the “**Training Rollout Schedule**”) that:
  - (i) defines the Waves that will be used for training; and
  - (ii) provides the schedule for the delivery of learning events set out in the Training Plan; and
- (j) provide to the Province strategies (including methods) (the “**Training Communication Strategies**”) to communicate information regarding the Training Strategy, Training Plan, Training Rollout Schedule and Learning Resources to appropriate stakeholders and upon Approval implement the strategies.

## 6.2 Training Materials (Learning Resources).

The Service Provider will:

- (a) prepare and provide learning resources, including presentation slide decks, user guides and other materials, including the materials described in Section 11.1 (Learning Management) of Appendix 1 to Part 2 of Schedule 2, (the “**Learning Resources**”) to the Province to validate the efficacy thereof and that are:
  - (i) customized for the BC Implementation;
  - (ii) based on existing Aspen resources to the extent practicable;
  - (iii) in print and other media formats (in English and French); and
  - (iv) to be used in the delivery and support of the required training as detailed in the Training Plan; and
- (b) provide a central repository and other presentation locations for the presentation of Learning Resources as determined by the Service Provider.

## 6.3 Summary of Training Set-up Deliverables.

The following table summarizes key Deliverables under this Section 6.3.

Deliverable	Description	Completion Criteria/ Acceptance Criteria
Training Strategy	See Section 6.1(c).	Document Deliverable
Training Plan	See Section 6.1(h).	Province Review
Training Rollout Schedule	See Section 6.1(i).	Province Review
Training Communication Strategies	See Section 6.1(j).	Province Review
Learning Resources	See Section 6.2(a).	Province Review

## 7. Production Readiness.

### 7.1 Production Readiness Activities.

The Service Provider will:

- (a) provide the SIS, including the Application, and its supporting services (the “**SIS Solution and Services**”) to the Province for Acceptance Review and Testing subject to, and in accordance with, Appendix 5 (*Acceptance*) to Part 1 of Schedule 2; and

- (b) prepare and provide to the Province a certificate of completion in respect of the Start-up Services (the “**Certificate of Completion of Start-up Services**”) signed by the Service Provider that evidences that all Deliverables and activities in respect of Start-up Services have been delivered and completed (other than those Service which are expressly described as continuing beyond the completion of the Start-up Services and for the duration of the Transition Services).

## 7.2 Summary of Production Readiness Deliverables.

The following table summarizes key Deliverable under this Section 7.

Deliverable	Description	Completion Criteria/ Acceptance Criteria
SIS Solution and Services	See Section 7.1(a)	System Deliverable
Certificate of Completion of Start-up Services	See Section 7.1(b)	Document Deliverable

## 8. Preparation for Implementation Services.

### 8.1 Preparation for Implementation Services Activities.

The Service Provider will perform preliminary implementation activities as part of the Start-up Services that are necessary to prepare for the delivery of Implementation Services and are separate from the Implementation Services in Appendix 3 (*Implementation Services Statement of Work*) to Part 1 of Schedule 2 including:

- (a) preparing and providing to the Province a preliminary implementation project plan (the “**Preliminary Implementation Project Plan**”) that includes the framework of activities, Deliverables and Milestones required for the Implementation Services;
- (b) final confirmation of School Districts participating in Wave 1; and
- (c) confirming to the Province that all final communications with stakeholders that are necessary to prepare them for the delivery of Implementation Services have been completed.

### 8.2 Summary of Preparation for Implementation Services Deliverables.

The following table summarizes key Deliverable under this Section 8.

Deliverable	Description	Completion Criteria/ Acceptance Criteria
Preliminary Implementation Project Plan	See Section 8.1(a)	Document Deliverable

## **9. Preparation for Services As Needed.**

### **9.1 Preparation for Services As Needed Activities.**

The Service Provider will perform preliminary service catalogue related activities as part of the Start-up Services that are necessary to prepare for the delivery of Services As Needed and are separate from the Services As Needed in Part 3 (*Services As Needed*) of Schedule 2:

- (a) preparing and providing to the Province a framework for the Service Catalogue;
- (b) preparing and providing to the Province the Service Catalogue (“**Initial Service Catalogue**”) that:
  - (i) is an initial version of the Service Catalogue in respect of Services As Needed; and
  - (ii) includes those Services As Needed that may be required by School Districts for implementation support, including custom data migration services, custom training delivery, or project management services.

### **9.2 Summary of Preparation for Services As Needed Deliverables.**

The following table summarizes key Deliverable under this Section 9.

<b>Deliverable</b>	<b>Description</b>	<b>Completion Criteria/ Acceptance Criteria</b>
Initial Service Catalogue	See Section 9.1(b)	Document Deliverable

## **10. Project Management.**

In consultation with the Province, the Service Provider, will establish and implement the management of the project for the delivery of the Start-up Services (the “**Start-up Project**”) and commence the Start-up Project, including (a) the establishment of the Service Provider’s project team; (b) providing detailed Start-up Project planning; and (c) establishing management controls.

### **10.1 Project Activities.**

The Service Provider, will:

- (a) establish Start-up Project control functions and provide Start-up Project management services covering the design, build, testing and deployment activities for the Service, including Start-up Project status and review meetings, Start-up Project status reports, action items and issues lists, contacts, and other specific management tools identified;
- (b) provide to the Province the Service Provider’s project organization chart for the entire Start-up Project, as amended from time to time;



- (c) create and deliver a detailed project plan for the Start-up Project including specific milestones, which will be used as a benchmark to determine Start-up Project status; and
- (d) perform all required project management functions (staffing allocations, monitor project status, reporting functions) for the Service Provider's project team.

## **10.2 Project Delivery and Governance.**

The Start-up Services, including the Start-up Project, will be subject to the Transition Governance Process, as described in Section 7 (*Transition Governance*) of Part 1 of Schedule 2, and the Governance Process, including as described in Schedule 8 (*Governance*).

## **10.3 Project Status Reporting and Meetings.**

Project status meetings will be held and the Service provide status reports as follows to ensure that the Parties are up to date on the current status, issues and risks, and planned activities through the Start-up Project.

- (a) **Weekly Status Report.** The Service Provider will provide a weekly project status report by email to the Province, in form and format acceptable to the Province.
- (b) **Biweekly Review Meeting.** There will be a Joint Transition Steering Committee meeting every two weeks to review progress and deal with any issues or concerns.

## **10.4 Project Change Control Procedures.**

For certainty, this Appendix is subject to the Change Order Process.

**APPENDIX 3 TO SCHEDULE 2 – PART 1**  
**IMPLEMENTATION SERVICES STATEMENT OF WORK**

## Table of Contents

<b>1. Project Initiation.....</b>	<b>1</b>
1.1 Project Initiation Activities.....	1
1.2 Summary of Project Initiation Deliverables.....	1
<b>2. Communications and Change Management.....</b>	<b>2</b>
2.1 Communications and Change Management Activities.....	2
2.2 Summary of Communications and Change Management Deliverables.....	2
<b>3. Delivery of Implementation Services.....</b>	<b>3</b>
3.1 Overview of Implementation.....	3
3.2 Implementation Planning and Plan Development for School Districts.....	3
3.3 Identity Management Process.....	4
3.4 Security Roles.....	4
3.5 Data Conversion And Validation.....	5
3.6 School District Conversion Plan and Schedules.....	6
3.7 Summary of Delivery of Implementation Services Deliverables.....	7
<b>4. Implementation Services Completion Events.....</b>	<b>7</b>
4.1 School District Completion.....	7
4.2 Implementation Completion.....	7
<b>5. Training Services (Learning Management).....</b>	<b>8</b>
5.1 Training Overview.....	8
5.2 Training Environment.....	8
5.3 Training Schedule.....	9
<b>6. Project Management.....</b>	<b>9</b>
6.1 Project Activities.....	9
6.2 Project Delivery and Governance.....	10
6.3 Project Status Reporting and Meetings.....	10
6.4 Project Change Control Procedures.....	10

## 1. Project Initiation.

### 1.1 Project Initiation Activities

The Service Provider will:

- (a) initiate the Implementation Project for the delivery of the Implementation Services and create the framework for delivery of the Implementation Project to ensure that all stakeholders have a clear understanding of the background, scope, key expectations, environment, and critical success factors for the Transition Services;
- (b) prepare and provide to the Province:
  - (i) a project charter (the “**Implementation Project Charter**”) that:
    - (1) defines the project to implement the Services to the School Districts in terms of goals, objectives, scope, stakeholders and major deliverables, and
    - (2) describes how the Implementation Project will be organized and managed;
  - (ii) a detailed implementation plan (the “**Implementation Project Plan**”) that includes:
    - (1) all activities required to complete the Implementation Services and prepare for the School District rollout of Services; and
    - (2) an implementation framework (the “**Provincial Implementation Framework**”) that is developed in collaboration with the Province and provides the framework for conversion and training cycles in respect of the Services.

### 1.2 Summary of Project Initiation Deliverables.

The following table summarizes key Deliverables under this Section 1.

Deliverable	Description	Completion Criteria/ Acceptance Criteria
Implementation Project Charter	See Section 1.1(b)(i).	Document Deliverable
Implementation Project Plan	See Section 1.1(b)(ii).	Document Deliverable

## **2. Communications and Change Management.**

### **2.1 Communications and Change Management Activities.**

In addition to, and in accordance with, the communication obligations and requirements set out in Section 7.3 (*Province Customer Communications*) of the main body of the Agreement and Schedule 7 (*Communication Plan and Process*), the Service Provider will:

- (a) execute the Change Management Plan and the Change Management Communication Plan to assist School Districts with the transition to the new Service; and
- (b) provide communications (the “**Implementation Communications**”), in accordance with the Change Management Communication Plan, in various formats, introducing the onboarding process, including:
  - (i) providing information on the process for submitting implementation requests;
  - (ii) onboarding announcements;
  - (iii) call to participate (including request submission process and form); and
  - (iv) communications in respect of workshop; and
- (c) provide Awareness Workshops during the Implementation Services as mutually agreed by the Parties; and
- (d) distribute the District Implementation Planning Toolkit to School Districts no later than April 1, 2014.

### **2.2 Summary of Communications and Change Management Deliverables.**

The following table summarizes key Deliverables under this Section 2.

<b>Deliverable</b>	<b>Description</b>	<b>Completion Criteria/ Acceptance Criteria</b>
Implementation Communications	See Section 2.1(b).	Province Review

### **3. Delivery of Implementation Services.**

#### **3.1 Overview of Implementation.**

The Service Provider will:

- (a) plan and execute the delivery of the Implementation Services, on a School District by School District basis, by working with each School District (that has declared its participation) to logically group its transition to SIS (in respect of the timing and sequencing) with the corresponding transition of other School Districts (each such logical grouping, a “**Wave**”), with (to the extent the School Districts declarations permit):
  - (i) the first Wave beginning April 1, 2014; and
  - (ii) the second Wave beginning April 1, 2015.
- (b) prepare and provide to the Province a schedule (the “**Implementation Schedule**”) that:
  - (i) identifies which School Districts will be participating in each Wave;
  - (ii) is updated by the Service Provider as requests from the School Districts to transition are received and processed; and
  - (iii) is published on the UCW; and
- (c) support School Districts to execute their respective School District Implementation Plans; and
- (d) provide the Implementation Services until March 31, 2016.

#### **3.2 Implementation Planning and Plan Development for School Districts.**

The Service Provider will:

- (a) develop, deliver and lead Implementation Planning Workshops (“**Implementation Planning Workshops**”) for School District implementation teams, as required by the School Districts, (including booking facilities and presentation equipment) in accordance with the Implementation Schedule that:
  - (1) are delivered online or, to allow the School District implementation teams to attend in person, at strategic locations around British Columbia as mutually agreed by the Parties;
  - (2) commence no later than April 1, 2014 and continue throughout the Transition Services as mutually agreed by the Parties; and

- (3) guide School District implementation teams through the process of developing an implementation plan (the “**School District Implementation Plan**”) for onboarding schools to the Services in their respective School Districts;
- (b) prepare and provide to the School Districts a schedule (“**Implementation Planning Workshop Schedule**”) that includes the time and locations of the Implementation Planning Workshops;
- (c) as reasonably determined by the Service Provider to be necessary for the Implementation Planning Workshops:
  - (i) develop Implementation Planning Workshops materials and distribute the materials through the Service Provider’s website to School Districts; and
  - (ii) develop, record and deliver web based versions of the Implementation Planning Workshops to allow a wider audience to participate;
- (d) support the School Districts in developing and completing their respective School District Implementation Plans; and
- (e) ensure School District Implementation Plans are developed in alignment with the Provincial Implementation Framework.

### 3.3 Identity Management Process.

The Service Provider will include in the District Implementation Planning Toolkit an identity management plan (the “**Identity Management Plan**”) that is:

- (a) prepared by the Province and is consistent with the Provincial Implementation Framework;
- (b) a template for School Districts to use to develop and document their local process for managing identity, including managing the Province’s common authentication services for School District users in accordance with the Province’s standards.

### 3.4 Security Roles.

The Service Provider will:

- (a) provide the Security Implementation and Management Document to School Districts;
- (b) provide a template in the District Implementation Planning Toolkit for School Districts to develop the security model (a “**School District Security Model**”) for their respective School Districts that will include a security role model and will be used by School District security administrators to assign appropriate security roles to system users;

- (c) support School Districts with the development and completion of their School District Security Model;
- (d) support School Districts to make unique adjustments to their School District Security Model;
- (e) support School Districts:
  - (i) as they configure security roles and access permissions for the Services; and
  - (ii) as they assign security roles in the Application;
- (f) provide system administration training, which includes security configuration, for School District security administrators.

### **3.5 Data Conversion And Validation.**

The Parties agree that:

- (a) School District and School data from BCeSIS will be converted according to the processes defined during Start-up Services;
- (b) School District staff will validate converted data in a conversion environment that is provided and supported by the Service Provider;
- (c) School Districts will determine the timing for the data validations in the Conversion Schedules, which will be defined in each School District Implementation Plan, subject to the constraints set out in the District Implementation Planning Toolkit;
- (d) while it is contemplated that there will be three iterations of the conversion of School District data from BCeSIS to SIS for the School District to confirm that data has successfully been converted, the Service Provider will provide additional conversion cycles part of the Implementation Services as reasonably required for complex data problems; provided that any dispute as to whether additional conversion cycles are reasonable will be immediately escalated through the Governance Process for resolution;
- (e) the following are the School District data validation acceptance criteria to be included in School District Implementation Plans:
  - (i) the School District conversion/implementation team has completed their data validation;
  - (ii) the data has been converted from BCeSIS to SIS;
  - (iii) any data “cleansing” identified during validation has been completed, or the School District has elected to perform the cleansing post-implementation; and



- (iv) there are no remaining critical or high defects in conversion, as identified by the validation process, without acceptable automated or manual data correction tasks.
- (f) subject the Service Provider complying with its obligations under Section 3.5(d), any outstanding data issues for data that has been converted and is in the production environment will be the responsibility of the applicable School District.

### 3.6 School District Conversion Plan and Schedules.

The Service Provider will:

- (a) prepare and provide to the School Districts a template (the “**Conversion Plan Template**”), and will work with the School Districts to develop and document a conversion plan (a “**School District Conversion Plan**”) for the conversion of data from BCeSIS to SIS for their respective School Districts;
- (b) prepare and provide to the School Districts a template (the “**Conversion Schedule Template**”), and will work with the School Districts to develop and document a schedule (a “**School District Conversion Schedule**”) for the conversion of data from BCeSIS to SIS for schools in their respective School Districts;
- (c) support School Districts with the development and completion of their respective School District Conversion Plans and School District Conversion Schedules, subject to the constraints set out in the District Implementation Planning Toolkit;
- (d) provide conversion and data validation workshops as required by the School Districts;
- (e) support School Districts with conversion and data validation, including providing a data error list for School District correction as applicable;
- (f) maintain and support a conversion environment for the conversion of data from BCeSIS to SIS;
- (g) develop and execute conversion scripts to:
  - (i) convert of data from BCeSIS to SIS; and
  - (ii) identify incorrect, non-converted data, which will either:
    - (1) if feasible, be used by the Service Provider to create scripts to correct the incorrect data; or
    - (2) if not feasible, be provided to the School District so that the data can be corrected manually;
- (h) provide guidelines for administering cross-enrolled students;

- (i) adjust conversion routines to allow for the inclusion of unique data elements from BCeSIS;
- (j) provide obsolete or orphaned data which is not converted in an extract file to the converting School District; and
- (k) migrate converted data from BCeSIS to the SIS production environment.

### **3.7 Summary of Delivery of Implementation Services Deliverables.**

The following table summarizes key Deliverables under this Section 3.

<b>Deliverable</b>	<b>Description</b>	<b>Completion Criteria/ Acceptance Criteria</b>
Implementation Schedule	See Section 3.1(b)	Document Deliverable
Implementation Planning Workshops	See Section 3.2(a).	N/A

## **4. Implementation Services Completion Events.**

### **4.1 School District Completion.**

The Service Provider will prepare for the Province a document signed by the Service Provider that evidences that all Deliverables and activities for a School District in respect of the Implementation Services have been delivered and completed, and will update and provide it to the Province as and when all Deliverables and activities in respect of each School District have been completed for such School District.

### **4.2 Implementation Completion.**

- (a) The Service Provider will prepare for the Province a document signed by the Service Provider that evidences that all Deliverables and activities for all School Districts (which had been identified by the Province for migration to SIS) in respect of the Implementation Services have been delivered and completed, and will update and provide it to the Province as and when all Deliverables and activities in respect of all School Districts have been completed.
- (b) For any School Districts, after the Implementation Completion Date, that have chosen not to migrate to SIS, the Province will request and the Service Provider will:
  - (i) migrate all the School District BCeSIS data to a text file(s) using existing extracts and reports, such as GDE and PSR;
  - (ii) provide digital copies of the migrated data to the School District; and

- (iii) delete the BCeSIS data from all environments (including and exports) once the School District has acknowledged receipt and accuracy of data.

## **5. Training Services (Learning Management).**

### **5.1 Training Overview.**

The Parties agree that:

- (a) as part of their School District Implementation Plan, School Districts will create a matrix to define which School District support staff will need training on which topics (e. g. security administrators, School District trainers, Level 1 support staff, etc.). School District support staff must obtain identification management credentials prior to receiving training.
- (b) for web-based sessions, School Districts may choose to include additional staff for (other than the designated train the trainers/support personnel);
- (c) web-based sessions will be recorded and posted to the UCW for subsequent use by School District trainers or support staff;
- (d) the Service Provider will provide ongoing support to School District trainers as needed during the Implementation Services; and
- (e) the Service Provider will deliver refresher sessions on various aspects of the system as reasonably required given business cycles and will ensure that self-serve training materials are available on the UCW.

### **5.2 Training Environment.**

The Service Provider will:

- (a) maintain and support the Training Environments;
- (b) ensure that for the School District Training Environment:
  - (i) data may be restored with SIS production data;
  - (ii) generic user profiles will be maintained and not lost over time; and
  - (iii) data in Training Environments will be refreshed using scrambled SIS production data (from BCeSIS production data) regularly, in consultation with School Districts;
- (c) for the Train-the-Trainer Environment:
  - (i) configure and manage School District trainer user accounts; and
  - (ii) schedule access to the training environment for multiple School Districts.

### 5.3 Training Schedule.

The Service Provider will:

- (a) ensure that learning events will meet the curriculum defined during Start-Up Services;
- (b) establish and maintain a training delivery schedule (the “**Training Delivery Schedule**”) that groups School Districts for training in logical order based on the School Districts’ timelines, as detailed in their School District Implementation Plans, locations; availability (of sites and participants) and other considerations;
- (c) provide the Training Delivery Schedule to School Districts on the UCW;
- (d) if onsite delivery is required, determine locations, and book facilities and presentation equipment;
- (e) schedule online learning events, for courses not requiring onsite delivery;
- (f) communicate information regarding workshops to School Districts;
- (g) provide registration process to School Districts that details how to register for training sessions; and
- (h) deliver training events based on School District Implementation Plans and training requirements.

## 6. Project Management.

In consultation with the Province, the Service Provider, will establish and implement the management of the project for the delivery of the Implementation Services (the “**Implementation Project**”) and commence, after completion of the Start-up Project, the Implementation Project including (a) the establishment of the Service Provider’s project team; (b) providing detailed Implementation Project planning; and (c) establishing management controls.

### 6.1 Project Activities.

The Service Provider, will:

- (a) establish Implementation Project control functions and provide Implementation Project management services covering the design, build, testing and deployment activities for the Service, including Implementation Project status and review meetings, Start-up Project status reports, action items and issues lists, contacts, and other specific management tools;
- (b) provide to the Province the Service Provider’s project organization chart for the entire Implementation Project, as amended from time to time;

- (c) create and deliver a detailed project plan for the Implementation Project including specific milestones, which will be used as a benchmark to determine Implementation Project status;
- (d) perform all required project management functions (staffing allocations, monitor project status, reporting functions) for the Service Provider's Project Team;

## **6.2 Project Delivery and Governance.**

The Start-up Services, including the Implementation Project, will be subject to the Transition Governance Process, as described in Section 7 of Part 1 (*Transition Services*) of Schedule 2 and the Governance Process, including as described in Schedule 8 (*Governance*).

## **6.3 Project Status Reporting and Meetings.**

Project status meetings will be held and the Service provide status reports as follows to ensure that the Parties are up to date on the current status, issues and risks, and planned activities through the Implementation Project.

- (a) **Weekly Status Report.** The Service Provider will provide a weekly project status report by email to the Province, in form and format acceptable to the Province.
- (b) **Biweekly Review Meeting** There will be a Joint Transition Steering Committee meeting every two weeks to review progress and deal with any issues or concerns.

## **6.4 Project Change Control Procedures.**

For certainty, this Appendix is subject to the Change Order Process.

**APPENDIX 4 TO SCHEDULE 2 – PART 1**  
**MILESTONES AND DELIVERABLES**

No.	Sec. No.	Milestone /Deliverable	Substantial Acceptance Date	Province Dependency	Province Dependency Deadline	Completion Criteria/ Acceptance Criteria	Substantial Completion Date
<b>Start-up Services (Appendix 2 to Schedule 2 – Part 1)</b>							
1.	1.1	Start-up Project Charter	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to agree on table of contents if it is reasonably acceptable</li> </ul>	See Note 2	Document Deliverable	Sect 17
2.	1.1	Start-up Project Plan	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> </ul>	See Note 2	Document Deliverable	
3.	1.1	Privacy Compliance Plan	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide contact information for key contributors to the Privacy Compliance Plan and setup initial meetings with Province Privacy Compliance Officer</li> <li>Access to Province Privacy &amp; Security Officer</li> <li>Access to Province ITMB Technical Analyst</li> <li>Access to Telus re standard procedures</li> </ul>	See Note 2	Document Deliverable	
4.	1.1	Assessment of Production Readiness Plan	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> </ul>	See Note 2	Province review	
5.	2.1	Change Management Plan	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to agree on table of contents if it is reasonably acceptable</li> <li>CBI Director to provide input gathered from key Province stakeholders</li> </ul>	See Note 2	Province review	
6.	2.1	Change Management Communication Plan	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to agree on table of contents if it is reasonably acceptable</li> <li>Province Communications Lead to provide input</li> <li>CBI Director to provide input gathered from key Province stakeholders</li> </ul>	See Note 2	Document Deliverable	

No.	Sec. No.	Milestone /Deliverable	Substantial Acceptance Date	Province Dependency	Province Dependency Deadline	Completion Criteria/ Acceptance Criteria	Substantial Completion Date
7.	2.3	Awareness Workshops	See Note 1	<ul style="list-style-type: none"> <li>School District executives to attend (including Board Office)</li> <li>School District Support Staff to attend</li> <li>Ministry SMEs (e.g. for SADE, TRAX, etc.) to attend</li> <li>CBI Director or alternate to attend for presentation at Awareness Workshops for School District executives</li> </ul>	See Note 2	N/A	
8.	2.4	District Implementation Planning Toolkit	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to agree on table of contents if it is reasonably acceptable</li> <li>School District SMEs and working groups to provide feedback on the toolkit content</li> <li>Consult with the Province Communications Lead for communications alignment</li> <li>CBI Director to provide input for messaging and business process</li> <li>Identity Management Services representative to provide documentation for School District dissemination</li> </ul>	See Note 2	Document Deliverable	
9.	3.5	Draft Service Continuity Plan	See Note 1	<ul style="list-style-type: none"> <li>key contacts provided for Provincial SCP, SSBC Network Services, ITMB Manager</li> </ul>	See Note 2	Province review	
10.	3.5	Availability Management Plan	See Note 1	<ul style="list-style-type: none"> <li>School District Support Staff to provide School District capacity and usage information</li> </ul>	See Note 2	Province review	
11.	3.5	Capacity Management Plan	See Note 1	N/A	See Note 2	Province review	
12.	3.7	Templates for Service Delivery	See Note 1	N/A	See Note 2	Province review	

Sect 17

No.	Sec. No.	Milestone /Deliverable	Substantial Acceptance Date	Province Dependency	Province Dependency Deadline	Completion Criteria/ Acceptance Criteria	Substantial Completion Date
13.	3.8	Certificate of Completion for Facility Readiness	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> </ul>	See Note 2	Document Deliverable	Sect 17
14.	4.1	Certificate of Completion for Service Desk Readiness	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> </ul>	See Note 2	Document Deliverable	
15.	4.2	Service Support Procedures	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> <li>ITMB Manager to provide key contacts</li> <li>CBI Director to review the escalation process</li> </ul>	See Note 2	Document Deliverable	
16.	4.3	Continuous Improvement Plan	See Note 1	N/A	See Note 2	Province review	
17.	4.4	Risk Management Plan	See Note 1	N/A	See Note 2	Province review	
18.	5.2	Baseline Application Configuration Report	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> <li>School District SMEs to participate in workshops and provide input</li> <li>Provincial Liaison to provides standards, participate in workshops and provide input</li> <li>Ministry to provide Provincial Code Tables</li> </ul>	See Note 2	Document Deliverable	
19.	5.3	Application Extension Specifications	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> <li>School District SMEs to provide input</li> <li>Provincial Liaison provide standards</li> <li>Ministry to provide Provincial Code Tables</li> </ul>	See Note 2	Document Deliverable	



No.	Sec. No.	Milestone /Deliverable	Substantial Acceptance Date	Province Dependency	Province Dependency Deadline	Completion Criteria/ Acceptance Criteria	Substantial Completion Date
20.	5.3	Required Application Extensions	April 14, 2014 (See Note 3)	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> <li>Provincial Liaison to provide confirmation of standards</li> <li>Ministry to provide confirmation of Provincial Code Tables</li> </ul>	See Note 2	Component Deliverable	
21.	5.3	Application Extension Documentation	See Note 1	<ul style="list-style-type: none"> <li>School District SMEs to provide input</li> <li>Provincial Liaison to provide input</li> </ul>	See Note 2	Province review	
22.	5.4	Application Enhancement Specifications	See Note 1	<ul style="list-style-type: none"> <li>School District SMEs to provide input</li> <li>Provincial Liaison to provide input</li> <li>Ministry to provide confirmation of Provincial Code Tables for input</li> </ul>	See Note 2	Province review	
23.	5.4	Required Application Enhancements	April 14, 2014	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> <li>Provincial Liaison to provide confirmation of standards</li> <li>Ministry to provide confirmation of Provincial Code Tables</li> </ul>	See Note 2	Component Deliverable	
24.	5.5	Data Conversion Specifications	See Note 1	<ul style="list-style-type: none"> <li>School District SMEs to provide input</li> <li>Provincial Liaison to provide input regarding standards</li> </ul>	See Note 2	Province review	
25.	5.5	Data Conversion Component	See Note 1	N/A	N/A	Province review	
26.	5.6	Reporting Specifications	See Note 1	<ul style="list-style-type: none"> <li>School District SMEs to provide input</li> <li>Provincial Liaison to provide input on standards</li> <li>Ministry to provide confirmation of Provincial Code Tables</li> </ul>	See Note 2	Province review	

Sect 17

No.	Sec. No.	Milestone /Deliverable	Substantial Acceptance Date	Province Dependency	Province Dependency Deadline	Completion Criteria/ Acceptance Criteria	Substantial Completion Date
27.	5.6	Reporting Component	See Note 1	N/A	N/A	Province review	
28.	5.7	Data Exchange Specifications	See Note 1	N/A	See Note 2	Province review	
29.	5.7	Data Exchange Component	April 14, 2014 (See Note 3)	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> <li>Provincial Liaison to provide confirmation of standards</li> <li>Ministry to provide confirmation of Provincial Code Tables</li> <li>access to ITMB BA for PEN</li> <li>access to PEN test environment</li> </ul>	See Note 2	Component Deliverable	
30.	5.7	Data Exchange Documentation	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide</li> <li>School District Support Staff to provide input</li> </ul>	See Note 2	Province review	
31.	5.8	ETL Specifications	See Note 1	N/A	See Note 2	Province review	
32.	5.8	ETL Component	See Note 1	N/A	See Note 2	Province review	
33.	5.9	Archive and Student Locator Specifications	See Note 1	<ul style="list-style-type: none"> <li>School District SMEs to provide input</li> <li>Provincial Liaison to provide standards</li> <li>Province Privacy Officer sign-off regarding access to Student PID upon compliance by Service Provider</li> </ul>	See Note 2	Document Deliverable	
34.	5.9	Archive and Student Locator Component	April 14, 2014 (See Note 3)	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> <li>Provincial Liaison to provide confirmation of standards</li> </ul>	See Note 2	Component Deliverable	
35.	5.10	Billing Specifications	See Note 1	<ul style="list-style-type: none"> <li>CBI Director to provide input</li> </ul>	See Note 2	Province review	
36.	5.10	Billing System	April 14, 2014 (See Note 3)	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> <li>CBI Director for review and signoff</li> </ul>	See Note 2	Component Deliverable	

Sect 17

No.	Sec. No.	Milestone /Deliverable	Substantial Acceptance Date	Province Dependency	Province Dependency Deadline	Completion Criteria/ Acceptance Criteria	Substantial Completion Date
37.	5.11	Application Security Configuration and Implementation Summary	See Note 1	<ul style="list-style-type: none"> <li>Access to SiteMinder agent and the Province's SiteMinder test environment</li> <li>BCeID &amp; IDIR (&amp; BC Services Card) Test userids</li> <li>Standard Procedures for bulk loading BCeIDs</li> <li>SiteMinder Policy resource to enter the new policies</li> </ul>	See Note 2	Province review	
38.	5.12	UCW Specifications	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide input</li> <li>CBI Director to provide input</li> <li>School District SMEs to provide input</li> </ul>	See Note 2	Province review	
39.	5.12	Preliminary UCW	April 14, 2014 (See Note 3)	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> </ul>	See Note 2	Component Deliverable	
40.	5.13	Certificate of Completion for Application Readiness	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide input</li> </ul>	See Note 2	Province review	
41.	6.1	Training Strategy	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> </ul>	See Note 2	Document Deliverable	
42.	6.1	Training Plan	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide input (may be part of item 41 above – Training Strategy)</li> </ul>	See Note 2	Province review	
43.	6.1	Training Rollout Schedule	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide input (may be part of item 41 above – Training Strategy)</li> </ul>	See Note 2	Province review	
44.	6.1	Training Communication Plan	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide input (may be part of item 41 above – Training Strategy)</li> </ul>	See Note 2	Province review	
45.	6.2	Learning Resources	See Note 1	N/A	See Note 2	Province review	
46.	7.1	SIS Solution and Services	April 29, 2014 (See Note 3)	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> <li>School District SMEs for workshops, test cases and test groups</li> </ul>	See Note 2	System Deliverable	

Sect 17

No.	Sec. No.	Milestone /Deliverable	Substantial Acceptance Date	Province Dependency	Province Dependency Deadline	Completion Criteria/ Acceptance Criteria	Substantial Completion Date
47.	7.1	Certificate of Completion for Start-up Services	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> </ul>	See Note 2	Document Deliverable	
48.	8.1	Preliminary Implementation Project Plan	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and feedback</li> </ul>	See Note 2	Document Deliverable	
49.	9.1	Initial Service Catalogue	See Note 1	<ul style="list-style-type: none"> <li>Province Contract Manager to provide review and feedback</li> <li>ITMB Manager to provide review and feedback</li> <li>CBI Director to provide review and feedback</li> </ul>	See Note 2	Document Deliverable	
<b>Implementation Services (Appendix 3 to Schedule 2 – Part 1)</b>							
50.	1.1	Implementation Project Charter	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to agree on table of contents if it is reasonably acceptable</li> </ul>	See Note 2	Document Deliverable	
51.	1.1	Implementation Project Plan	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to provide review and comments</li> </ul>	See Note 2	Document Deliverable	
52.	2.1	Implementation Communications	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to agree on table of contents if it is reasonably acceptable</li> <li>Input from Province Communications Lead</li> <li>CBI Director to provide input gathered from key Province stakeholders</li> </ul>	See Note 2	Province review	
53.	3.1	Implementation Schedule	See Note 1	<ul style="list-style-type: none"> <li>ITMB Manager to agree on table of contents if it is reasonably acceptable</li> <li>Input from Province Communications Lead</li> <li>CBI Director to provide input gathered from key Province stakeholders</li> </ul>	See Note 2	Document Deliverable	
54.	3.2	Implementation Planning Workshops	See Note 1	<ul style="list-style-type: none"> <li>School District executives to attend (including Board Office)</li> <li>School District Support Staff to attend</li> </ul>	See Note 2	N/A	

Sect 17

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S. 21

## **APPENDIX 5 TO SCHEDULE 2 – PART 1**

### **ACCEPTANCE**

#### **1. General.**

- (a) This Appendix sets out the acceptance procedures, terms and conditions that will apply to the acceptance (“**Acceptance**”) by the Province of Deliverables or Services provided under this Agreement that are identified as:
  - (i) Document Deliverables (Section 3 below), which are documents in respect of the Services;
  - (ii) Component Deliverables (Section 4 below), which are Software or Systems which form a component of a larger solution or service offering in respect of the Services and which may consist of “**Packages**” (Section 1(c) below), which are Software or Systems which form a component of a Component Deliverable; or
  - (iii) System Deliverables (Section 5 below), which are, in respect of the Services, an overall solution or service offering that is complete in all respects and ready for use in production.
- (b) When specifying Deliverables in Schedules or Change Orders, the Parties will clearly indicate if a Deliverable is subject to Acceptance and, if it is, will identify which of the three categories identified above applies (Document Deliverable, Component Deliverable, or System Deliverable).
- (c) Each Component Deliverable may be delivered to the Province for the Province to perform the applicable Acceptance Review and Testing in or more Packages to the extent such Packages are expressly identified in a schedule (the “**Package Delivery Schedule**”) Approved by the Province that identifies each of the Packages that comprise the Component Deliverable and the delivery date by which the Service Provider will deliver each Package to the Province for Acceptance Review and Testing.
- (d) To be Accepted, each Document Deliverable, Component Deliverable (including Packages), or System Deliverable must meet the Acceptance Criteria applicable to it, regardless of whether or not it includes Deliverables that were previously Accepted. For certainty, the Acceptance of one or more Packages of a Component Deliverable does not mean, and will not be deemed to be mean, that such Component Deliverable is Accepted unless the corresponding Acceptance Criteria for that Component Deliverable are met (irrespective of the Packages and their Acceptance Criteria).
- (e) Unless the Parties expressly agree otherwise in writing and subject to Section 1(c), nothing in this Appendix or done pursuant to this Appendix will change or extend

the date by which a Deliverable must be completed and delivered to the Province as set out in Appendix 4 (*Milestones and Deliverables*) to Part 1 of Schedule 2 or otherwise under this Agreement (including in a Change Order).

- (f) In support of the Acceptance Test Plan, the Service Provider will:
- (i) manage the overall development and execution of the Acceptance Test Plan;
  - (ii) facilitate workshops with user acceptance testers to review the specifications and other supporting materials, including test groups, test scripts and test cases, that form the basis for the Acceptance Criteria;
  - (iii) schedule regular meetings to ensure timelines are met, issues are resolved and the necessary communication with user acceptance testers is occurring;
  - (iv) review scope and identify the impact on School District business processes;
  - (v) lead and support the acceptance testers in the creation of test groups, test scripts and test cases by leveraging existing test resources; and
  - (vi) assist acceptance testers with the execution of test cases and capturing of test results and identification of Deliverable Deficiencies and potential Deliverable Deficiencies.

## 2. Definitions.

Where used in this Appendix, capitalized terms will have the meanings given to those terms as follows. In addition, any capitalized terms defined elsewhere in this Schedule will have the meanings so given to them.

**“Acceptance Criteria”** means the criteria that a Document Deliverable, Component Deliverable, or System Deliverable, as applicable, must satisfy for Acceptance in accordance with this Appendix.

**“Acceptance Review and Testing”** means the review and testing of a Document Deliverable, Component Deliverable, or System Deliverable, as applicable, to confirm the Deliverable conforms to and performs in accordance with the Acceptance Criteria specified in this Appendix or otherwise under this Agreement (including in a Change Order).

**“Acceptance Review and Testing Period”** means the period of time determined from the date on which the Service Provider delivers a Document Deliverable, Component Deliverable, or System Deliverable, as applicable, for the Province to perform the applicable Acceptance Review and Testing on the Deliverable and determine whether the Deliverable satisfies the applicable Acceptance Criteria.

**“Acceptance Test Plan”** means the plan prepared, owned and Approved by the Province for Acceptance Review and Testing of a Component Deliverable or System Deliverable, which in respect of the Deliverable includes the applicable scope of testing and Acceptance

Criteria.

**“Deliverable Deficiencies”** means the specific failures of a Deliverable to comply, including to perform in accordance, with the applicable Acceptance Criteria.

**“Substantial Acceptance”** means, in respect of a Deliverable, the Province has issued a written notice of conditional acceptance in respect of the Deliverable in accordance with Sections 3.7(a), 4.7(a) and 5.7(a), as applicable.

**“Substantial Completion”** means, in respect of a Deliverable, the delivery to the Province of the Deliverable and the written confirmation in respect of the Deliverable by the Service Provider in accordance with Sections 3.2(a), 4.2(a) and 5.2(a), as applicable.

**“Review and Testing Representative”** means, as applicable, the Province or the one or more Persons designated by the Province to perform Acceptance Review and Testing for the Province or both.

### **3. Acceptance of Document Deliverables.**

#### **3.1 Acceptance Criteria.**

- (a) The Acceptance Criteria for the Document Deliverables are, in respect of such Document Deliverables,
  - (i) all specifications and requirements set out in this Agreement; and
  - (ii) all specifications and requirements set out in a Deliverable or Change Order in respect of such Document Deliverable.
- (b) If there are no such specifications and requirements, then the Acceptance Criteria will be determined by the Province acting reasonably.

#### **3.2 Preliminary Review and Testing By Service Provider.**

- (a) Before the Province begins Acceptance Review and Testing in accordance with Section 3.4, the Service Provider will:
  - (i) thoroughly review and test the Document Deliverable, including conducting the Service Provider’s standard quality assurance reviews, and will make all necessary corrections indicated as a result of the review, so that the Service Provider is reasonably satisfied that the Document Deliverable will pass the applicable Acceptance Review and Testing and meet the applicable Acceptance Criteria;
  - (ii) provide written confirmation to the Province (which may be incorporated into the Document Deliverable) that, to the Service Provider’s reasonable belief, the Document Deliverable will pass the applicable Acceptance Review and Testing and meet the applicable Acceptance Criteria and is



therefore ready for such Acceptance Review and Testing by or for the Province; and

- (iii) deliver the Document Deliverable to Province.
- (b) The Province will have the right to reject a written confirmation given under Section 3.2(a)(ii) if, acting reasonably, the Province determines that the Service Provider has not complied with its obligations under Section 3.2(a)(i) (including if the Province determines, acting reasonably, that the internal review performed by Service Provider pursuant to Section 3.2(a)(i) was insufficient). If the Province rejects such a written confirmation, the rejection will immediately be escalated through the Governance Process to enable the Parties to determine how the problem with the written confirmation can best be resolved and the Service Provider will re-perform the obligations set out in Section 3.2(a). The procedure described in this Section 3.2(b) for acceptance of a written confirmation will continue until such time as the Province notifies the Service Provider that it accepts the applicable written confirmation delivered under 3.2(a)(ii). If the Province fails to accept or reject the applicable written confirmation within five (5) Business Days of its receipt, the Province will be deemed to have accepted such written confirmation (which, for certainty, will not mean that the Province has Accepted the Document Deliverable).

### **3.3 Review and Test Periods.**

Except as may be set out in Appendix 4 (*Milestones and Deliverables*) to Part 1 of Schedule 2 or otherwise agreed to by the Parties in writing, the Acceptance Review and Testing Period for a Document Deliverable will be five (5) Business Days from the date on which the Service Provider delivers the Document Deliverable to the Province (a) pursuant to Section 3.4(a)(i) or, if delivered to the Province for further Acceptance Review and Testing in accordance with this Section 3, (b) pursuant to Section 3.5 or 3.7, as applicable.

### **3.4 Conducting Acceptance Review and Testing.**

- (a) After delivery of an acceptable written confirmation as contemplated by Section 3.2(a)(ii),
  - (i) to the extent not previously provided under Section 3.2(a), the Service Provider will deliver the Document Deliverable to the Province for Acceptance Review and Testing;
  - (ii) the Review and Testing Representative will conduct Acceptance Review and Testing on each Document Deliverable; and
  - (iii) upon request by the Province, the Service Provider will reasonably assist the Review and Testing Representative to conduct Acceptance Review and Testing on a Document Deliverable.

- (b) If after delivery of the Document Deliverable in accordance with Section 3.4(a) the Province determines a Document Deliverable,
  - (i) satisfies the applicable Acceptance Criteria, then on or before the last day of the Acceptance Review and Testing Period the Province will deliver to the Service Provider a written notice confirming Acceptance; or
  - (ii) does not satisfy the applicable Acceptance Criteria, then on or before the last day of the Acceptance Review and Testing Period the Province will deliver to the Service Provider a written rejection notice describing with reasonable specificity the nature of the Deliverable Deficiencies.
- (c) Unless the Parties expressly agree otherwise in writing, if the Province fails to Accept or reject a Document Deliverable within the applicable Acceptance Review and Testing Period (including for any such further Acceptance Review and Testing Period(s) pursuant to Section 3.5):
  - (i) the Service Provider will notify the Province promptly of any such failure in writing, and
  - (ii) if the Province fails to Accept or reject the Document Deliverable within three (3) Business Days after such notice of failure, the issue will be immediately escalated through the Governance Process to enable the Parties to determine how the failure to Accept or reject the Document Deliverable can best be resolved (including through the Change Order Process or Dispute Resolution Process, as applicable).

### **3.5 Correction of Document Deliverable Deficiencies**

Unless the Parties otherwise agree in writing, within ten (10) Business Days after the Service Provider receives a written rejection notice that a Document Deliverable has failed Acceptance Review and Testing pursuant to Section 3.4(b)(ii), the Service Provider will correct the Deliverable Deficiencies identified by the Province, and deliver the corrected Document Deliverable to the Province for further Acceptance Review and Testing pursuant to Section 3.4.

### **3.6 Escalation to Governance Process**

If the Province delivers a written rejection notice pursuant to Section 3.4(b)(ii), in respect of a Document Deliverable that has been corrected by the Service Provider pursuant to Section 3.5, the issue will be immediately escalated through the Governance Process to enable the Parties to determine how the problem with the Document Deliverable can best be resolved.

### **3.7 Substantial Acceptance**

Without limiting any obligations of the Service Provider set out in the Agreement, if the Province acting reasonably determines that a Document Deliverable substantially complies with the applicable Acceptance Criteria:

- (a) the Province will deliver a written notice of conditional acceptance of the Document Deliverable setting out the Deliverable Deficiencies in the Document Deliverable that the Service Provider is required to remedy; and
- (b) unless the Parties expressly agree otherwise in writing:
  - (i) the Service Provider will remedy all Deliverable Deficiencies in the Document Deliverable within five (5) Business Days after the date of the notice of conditional acceptance, and deliver the Document Deliverable to the Province for further Acceptance Review and Testing pursuant to Section 3.4;
  - (ii) if the corrected Document Deliverable passes the further Acceptance Review and Testing without any Deliverable Deficiencies being identified by the Province, the Province will promptly deliver an unconditional acceptance notice to the Service Provider; and
  - (iii) if the corrected Document Deliverable does not pass the further Acceptance Review and Testing without any Deliverable Deficiencies being identified by the Province, the issue will be immediately escalated through the Governance Process to enable the Parties to determine how the problem with the Document Deliverable can best be resolved.

For the purpose of this Section 3.7, a Document Deliverable will substantially comply with the applicable Acceptance Criteria if it contains all required substantive content and the Deliverable Deficiencies are minor in nature and do not impair or adversely affect the utility of the Document Deliverable.

## **4. Acceptance of Component Deliverables and Packages.**

### **4.1 Acceptance Criteria and Test Plans.**

- (a) The Acceptance Criteria for Component Deliverables and Packages are, in respect of such Component Deliverables or Packages, as set out in the applicable Acceptance Test Plans.
- (b) If there are no such applicable Acceptance Criteria, then the Acceptance Criteria will be determined by the Province acting reasonably.
- (c) Except as may be set out in Appendix 4 (*Milestones and Deliverables*) to Part 1 of Schedule 2 or otherwise agreed to by the Parties in writing, the Service Provider will provide to the Province for Approval an Acceptance Test Plan for each

Component Deliverable or Package not less than ten (10) Business Days prior to the date under this Agreement that the Component Deliverable or Package is to be delivered to the Province for Acceptance Review and Testing.

#### **4.2 Preliminary Review and Testing By Service Provider.**

- (a) Before the Province begins Acceptance Review and Testing in accordance with Section 4.4, the Service Provider will:
  - (i) thoroughly review and test the Component Deliverable or Package, including conducting the Service Provider's standard quality assurance reviews and internal testing and will make all necessary corrections indicated as a result of the review and testing, so that the Service Provider is reasonably satisfied that the Component Deliverable or Package will pass the applicable Acceptance Review and Testing and meet the applicable Acceptance Criteria;
  - (ii) provide written confirmation to the Province that, to the Service Provider's reasonable belief, the Component Deliverable or Package will pass the applicable Acceptance Review and Testing and meet the applicable Acceptance Criteria and is therefore ready for such Acceptance Review and Testing by or for the Province; and
  - (iii) deliver the Component Deliverable or Package to Province.
- (b) The Province will have the right to reject a written confirmation given under Section 4.2(a)(ii) if, acting reasonably, the Province determines that the Service Provider has not complied with its obligations under Section 4.2(a)(i) (including if the Province determines, acting reasonably, that the internal review and testing performed by Service Provider pursuant to Section 4.2(a)(i) was insufficient). If the Province rejects such a written confirmation, the rejection will immediately be escalated through the Governance Process to enable the Parties to determine how the problem with the written confirmation can best be resolved and the Service Provider will re-perform the obligations set out in Section 4.2(a). The procedure described in this Section 4.2(b) for acceptance of a written confirmation will continue until such time as the Province notifies the Service Provider that it accepts the applicable written confirmation delivered under 4.2(a)(ii). If the Province fails to accept or reject the applicable written confirmation within five (5) Business Days of its receipt, the Province will be deemed to have accepted such written confirmation (which, for certainty, will not mean that the Province has Accepted the Component Deliverable or Package).

### **4.3 Review and Test Periods.**

Except as may be set out in Appendix 4 (*Milestones and Deliverables*) to Part 1 of Schedule 2 or otherwise agreed to by the Parties in writing, the Acceptance Review and Testing Period for a Component Deliverable or Package will be ten (10) Business Days from the date on which the Service Provider delivers the Component Deliverable or Package to the Province (a) pursuant to Section 4.4(a)(i)(1) or, if delivered to the Province for further Acceptance Review and Testing in accordance with this Section 4, or (b) pursuant to Section 4.5 or 4.7, as applicable.

### **4.4 Conducting Acceptance Review and Testing.**

- (a) After delivery of an acceptable written confirmation as contemplated by Section 4.2(a)(ii),
  - (i) the Service Provider will provide to the Province for the purpose of the Acceptance Review and Testing:
    - (1) to the extent not previously provided under Section 4.2(a), the Component Deliverable or Package;
    - (2) any other information that that the Province reasonably requests in order to perform Acceptance Review and Testing;
    - (3) a test environment for Acceptance Review and Testing of the Component Deliverable or Package (including establishing, hosting, supporting and maintaining the test environment) along with access by the Province to the test environment as applicable; and
    - (4) all training, as required by the Review and Testing Representative to perform Acceptance Review and Testing;
  - (ii) the Review and Testing Representative will conduct Acceptance Review and Testing on each Component Deliverable or Package; and
  - (iii) upon request by the Province, the Service Provider will reasonably assist the Review and Testing Representative to conduct Acceptance Review and Testing on a Component Deliverable or Package.
- (b) If after delivery of the Component Deliverable or Package in accordance with Section 4.4(a)(i)(1) the Province determines a Component Deliverable or Package,
  - (i) satisfies the applicable Acceptance Criteria, then on or before the last day of the Acceptance Review and Testing Period the Province will deliver to the Service Provider a written notice confirming Acceptance; or
  - (ii) does not satisfy the applicable Acceptance Criteria, then on or before the last day of the Acceptance Review and Testing Period the Province will

deliver to the Service Provider a written rejection notice describing with reasonable specificity the nature of the Deliverable Deficiencies.

- (c) Unless the Parties expressly agree otherwise in writing, if the Province fails to Accept or reject a Component Deliverable or Package within the applicable Acceptance Review and Testing Period (including for any such further Acceptance Review and Testing Period(s) pursuant to Section 4.5):
  - (i) the Service Provider will notify the Province promptly of any such failure in writing, and
  - (ii) if the Province fails to Accept or reject the Component Deliverable or Package within five (5) Business Days after such notice of failure, the issue will be immediately escalated through the Governance Process to enable the Parties to determine how the failure to Accept or reject a Component Deliverable or Package can best be resolved (including through the Change Order Process or Dispute Resolution Process, as applicable).

#### **4.5 Correction of Component Deliverable Deficiencies.**

Unless the Parties otherwise agree in writing, within ten (10) Business Days after the Service Provider receives a written rejection notice that a Component Deliverable or Package has failed Acceptance Review and Testing pursuant to Section 4.4(b)(ii), the Service Provider will correct the Deliverable Deficiencies identified by the Province, and deliver the corrected Component Deliverable or Package to the Province for further Acceptance Review and Testing pursuant to Section 4.4.

#### **4.6 Escalation to Governance Process.**

If the Province delivers a written rejection notice pursuant to Section 4.4(b)(ii), in respect of a Component Deliverable or Package that has been corrected by the Service Provider pursuant to Section 4.5, the issue will be immediately escalated through the Governance Process to enable the Parties to determine how the problem with the Component Deliverable or Package can best be resolved.

#### **4.7 Substantial Acceptance.**

Without limiting any obligations of the Service Provider set out in the Agreement, if the Province acting reasonably determines that a Component Deliverable or a Package substantially complies with the applicable Acceptance Criteria:

- (a) the Province will deliver a written notice of conditional acceptance of the Component Deliverable or Package setting out the Deliverable Deficiencies in the Component Deliverable or Package that the Service Provider is required to remedy; and
- (b) unless the Parties expressly agree otherwise in writing:

- (i) the Service Provider will remedy all Deliverable Deficiencies in the Component Deliverable or Package within ten (10) Business Days after the date of the notice of conditional acceptance, and deliver the Component Deliverable or Package to the Province for further Acceptance Review and Testing pursuant to Section 4.4;
- (ii) if the corrected Component Deliverable or Package or passes the further Acceptance Review and Testing without any Deliverable Deficiencies being identified by the Province, the Province will promptly deliver an unconditional acceptance notice to the Service Provider; and
- (iii) if the corrected Component Deliverable or Package does not pass the further Acceptance Review and Testing without any Deliverable Deficiencies being identified by the Province, the issue will be immediately escalated through the Governance Process to enable the Parties to determine how the problem with the Component Deliverable or Package can best be resolved.

For the purpose of this Section 4.7, a Component Deliverable or Package will substantially comply with the applicable Acceptance Criteria if it contains all required substantive content and the Deliverable Deficiencies are minor in nature and do not impair or adversely affect the utility of the Component Deliverable or Package.

#### **4.8 Consequences of Failure.**

Unless the Parties through the Governance Process expressly agree otherwise in writing, if a Component Deliverable fails to pass Acceptance Review and Testing within ninety (90) Business Days after the date on which the Province delivers the first written rejection notice referenced in Section 4.4(b)(ii) in respect of that Component Deliverable, then the Service Provider will be deemed to be in Material Breach of the Agreement for which, for certainty, no cure period is provided.

### **5. Acceptance of System Deliverables.**

#### **5.1 Acceptance Criteria and Test Plans.**

- (a) The Acceptance Criteria for System Deliverables are, in respect of such System Deliverables,
  - (i) all specifications and requirements set out in this Agreement, including all Services description and Service Levels;
  - (ii) all specifications and requirements set out in all other applicable documents agreed to by the Parties pursuant to the Agreement, including business requirements documents; and
  - (iii) as set out in the applicable Acceptance Test Plans.

- (b) If there are no such specifications and requirements, then the Acceptance Criteria will be determined by the Province acting reasonably.
- (c) Except as may be set out in Appendix 4 (*Milestones and Deliverables*) to Part 1 of Schedule 2 or otherwise agreed to by the Parties in writing, the Service Provider will provide to the Province for Approval an Acceptance Test Plan for each System Deliverable not less than twenty (20) Business Days prior to the date under this Agreement that the System Deliverable is to be delivered to the Province for Acceptance Review and Testing.

## **5.2 Preliminary Review and Testing By Service Provider.**

- (a) Before the Service Provider delivers a System Deliverable to the Province for Acceptance Review and Testing in accordance with Section 5.4, the Service Provider will:
  - (i) thoroughly review and test the System Deliverable, including conducting the Service Provider's standard quality assurance reviews and internal testing and will make all necessary corrections indicated as a result of the review and testing, so that the Service Provider is reasonably satisfied that the System Deliverable will pass the applicable Acceptance Review and Testing and meet the applicable Acceptance Criteria;
  - (ii) provide written confirmation to the Province that, to the Service Provider's reasonable belief, the System Deliverable will pass the applicable Acceptance Review and Testing and meet the applicable Acceptance Criteria and is therefore ready for such Acceptance Review and Testing by or for the Province; and
  - (iii) deliver the System Deliverable to Province.
- (b) The Province will have the right to reject a written confirmation given under Section 5.2(a)(ii) if, acting reasonably, the Province determines that the Service Provider has not complied with its obligations under Section 5.2(a)(i) (including if the Province determines, acting reasonably, that the internal review and testing performed by Service Provider pursuant to Section 5.2(a)(i) was insufficient). If the Province rejects such a written confirmation, the rejection will immediately be escalated through the Governance Process to enable the Parties to determine how the problem with the written confirmation can best be resolved and the Service Provider will re-perform the obligations set out in Section 5.2(a). The procedure described in this Section 5.2(b) for acceptance of a written confirmation will continue until such time as the Province notifies the Service Provider that it accepts the applicable written confirmation delivered under Section 5.2(a)(ii). If the Province fails to accept or reject the applicable written confirmation within five (5) Business Days of its receipt, the Province will be deemed to have accepted such written confirmation (which, for certainty, will not mean that the Province has Accepted the System Deliverable).



### **5.3 Review and Test Periods.**

Except as may be set out in Appendix 4 (*Milestones and Deliverables*) to Part 1 of Schedule 2 or otherwise agreed to by the Parties in writing, the Acceptance Review and Testing Period for a System Deliverable will be twenty (20) Business Days from the date on which the Service Provider delivers the System Deliverable to the Province pursuant to Section 5.4(a)(i)(1) or, if delivered to the Province for further Acceptance Review and Testing in accordance with this Section 5, (b) pursuant to Section 5.5 or 5.7, as applicable.

### **5.4 Conducting Acceptance Review and Testing.**

- (a) After delivery of an acceptable written confirmation as contemplated by Section 5.2(a)(ii),
  - (i) the Service Provider will provide to the Province for the purpose of the Acceptance Review and Testing:
    - (1) to the extent not previously provided under Section 5.2(a), the System Deliverable, including (A) in respect of Systems, in an appropriate environment; and (B) in respect of services, in the same form and format as will be available to users of SIS;
    - (2) any other information that that the Province reasonably requests in order to perform Acceptance Review and Testing;
    - (3) a test environment for Acceptance Review and Testing of the System Deliverable (including establishing, hosting, supporting and maintaining the test environment) along with access by the Province to the test environment as applicable to the extent the Acceptance Review and Testing that is applicable to the System Deliverable is not occurring in a live production environment; and
    - (4) all training, as required by the Review and Testing Representative to perform Acceptance Review and Testing;
  - (ii) the Review and Testing Representative will conduct Acceptance Review and Testing on each System Deliverable, which may include, in the Province's discretion:
    - (1) the operation of the System Deliverable in an environment that is equivalent to a live production environment (including the integration and operation of the System Deliverable in such an equivalent environment with the Systems of the Province); and
    - (2) the performance by the Service Provider of all Services relating to such System Deliverable to the extent required in order to determine whether System Deliverable conforms to and performs in accordance with the Acceptance Criteria, and that the Service

Provider is capable of providing the System Deliverable and related Services in accordance with this Agreement; and

- (iii) upon request by the Province, the Service Provider will reasonably assist the Review and Testing Representative to conduct Acceptance Review and Testing on a System Deliverable.
- (b) If after delivery of the System Deliverable in accordance with Section 5.4(a)(i)(1) the Province determines a System Deliverable,
  - (i) satisfies the applicable Acceptance Criteria, then on or before the last day of the Acceptance Review and Testing Period the Province will deliver to the Service Provider a written notice confirming Acceptance; or
  - (ii) does not satisfy the applicable Acceptance Criteria, then on or before the last day of the Acceptance Review and Testing Period the Province will deliver to the Service Provider a written rejection notice describing with reasonable specificity the nature of the Deliverable Deficiencies.
- (c) Unless the Parties expressly agree otherwise in writing, if the Province fails to Accept or reject a System Deliverable within the applicable Acceptance Review and Testing Period (including for any such further Acceptance Review and Testing Period(s) pursuant to Section 5.5):
  - (i) the Service Provider will notify the Province promptly of any such failure in writing, and
  - (ii) if the Province fails to Accept or reject the System Deliverable within ten (10) Business Days after such notice of failure, the issue will be immediately escalated through the Governance Process to enable the Parties to determine how the failure to Accept or reject the System Deliverable can best be resolved (including through the Change Order Process or Dispute Resolution Process, as applicable).

## **5.5 Correction of System Deliverables Deficiencies.**

Unless the Parties otherwise agree in writing, within thirty (30) Business Days after the Service Provider receives a written rejection notice that a System Deliverable has failed Acceptance Review and Testing pursuant to Section 5.4(b)(ii), the Service Provider will correct the Deliverable Deficiencies identified by the Province, and deliver the corrected System Deliverable to the Province for further Acceptance Review and Testing pursuant to Section 5.4.

## **5.6 Escalation to Governance Process.**

If the Province delivers a written rejection notice pursuant to Section 5.4(b)(ii), in respect of a System Deliverable that has been corrected by the Service Provider pursuant to Section 5.5, the issue will be immediately escalated through the Governance Process to enable the Parties to determine how the problem with the System Deliverable can best be resolved.

## **5.7 Substantial Acceptance.**

Without limiting any obligations of the Service Provider set out in the Agreement, if the Province acting reasonably determines that a System Deliverable substantially complies with the applicable Acceptance Criteria:

- (a) the Province will deliver a written notice of conditional acceptance of the System Deliverable setting out the Deliverable Deficiencies in the System Deliverable that the Service Provider is required to remedy; and
- (b) unless the Parties expressly agree otherwise in writing:
  - (i) the Service Provider will remedy all Deliverable Deficiencies in the System Deliverable within ninety (90) Business Days after the date of the notice of conditional acceptance, and deliver the System Deliverable to the Province for further Acceptance Review and Testing pursuant to Section 5.4;
  - (ii) if the corrected System Deliverable passes the further Acceptance Review and Testing without any Deliverable Deficiencies being identified by the Province, the Province will promptly deliver an unconditional acceptance notice to the Service Provider; and
  - (iii) if the corrected System Deliverable does not pass the further Acceptance Review and Testing without any Deliverable Deficiencies being identified by the Province, the issue will be immediately escalated through the Governance Process to enable the Parties to determine how the problem with the System Deliverable can best be resolved.

For the purpose of this Section 5.7, a System Deliverable will substantially comply with the applicable Acceptance Criteria if it contains all required substantive content and the Deliverable Deficiencies are minor in nature and do not impair or adversely affect the utility of the System Deliverable.

## **5.8 Consequences of Failure**

Unless the Parties through the Governance Process expressly agree otherwise in writing, if a System Deliverable fails to pass Acceptance Review and Testing within ninety (90) Business Days after the date on which the Province delivers first written rejection notice referenced in Section 5.4(b)(ii) in respect of that System Deliverable, then the Service Provider will be deemed to be in Material Breach of the Agreement for which, for certainty, no cure period is provided.

## **APPENDIX 6 TO SCHEDULE 2 – PART 1**

### **TRANSITION GOVERNANCE**

#### **1. Purpose and Guiding Principles.**

##### **1.1 Purpose.**

This Appendix sets forth the governance channel, processes and procedures for the effective implementation and management of the Transition Services (the “**Transition Governance Process**”) in a timely manner that maximizes performance and contract success for the Province and Service Provider.

##### **1.2 Objectives of the Transition Governance Framework.**

The primary objectives of the governance framework for Transition Services set out in this Appendix are to:

- (a) ensure effective and timely oversight, performance management, and decision-making through clearly defined roles and responsibilities and reporting mechanisms;
- (b) identify opportunities to leverage common needs to the mutual benefit of the Parties;
- (c) establish effective governance processes that provide for sincere dialogue and rapid escalation of relationship problems;
- (d) effectively identify and resolve difficult issues through a process of cooperative and amicable interest based negotiations involving timely escalation through a series of governance levels; and
- (e) ensure that an effective relationship management process exists including communication, decision making, reporting, measurement, issue resolution and dispute resolutions processes.

##### **1.3 Guiding Principles.**

The Parties agree to adhere to the following guiding principles for governance of the Transition Services:

- (a) utilize transparency and market forces where and as defined in the Agreement in order to ensure that the financial aspects of the Agreement provide demonstrable value for money;
- (b) proactively identify sources of disagreement and discord and take timely action before they become matters of dispute;

- (c) where possible, resolve issues through a process of cooperative and amicable discussions and negotiations; and
- (d) ensure that the governance processes and procedures enable the Parties to:
  - (i) understand and execute their responsibilities and accountabilities under the Agreement;
  - (ii) work co-operatively together through the duration of the Transition Services, subject to the specific rights of a Party under the Agreement; and
  - (iii) develop and maintain high quality relationships.

#### **1.4 Participation in Transition Governance Process.**

The Parties agree that they will each utilize the Transition Governance Process in accordance with the provisions of this Appendix including requiring each of its representatives to attend meetings and to participate in the activities of the committees and other groups of which they are members in accordance with this Appendix.

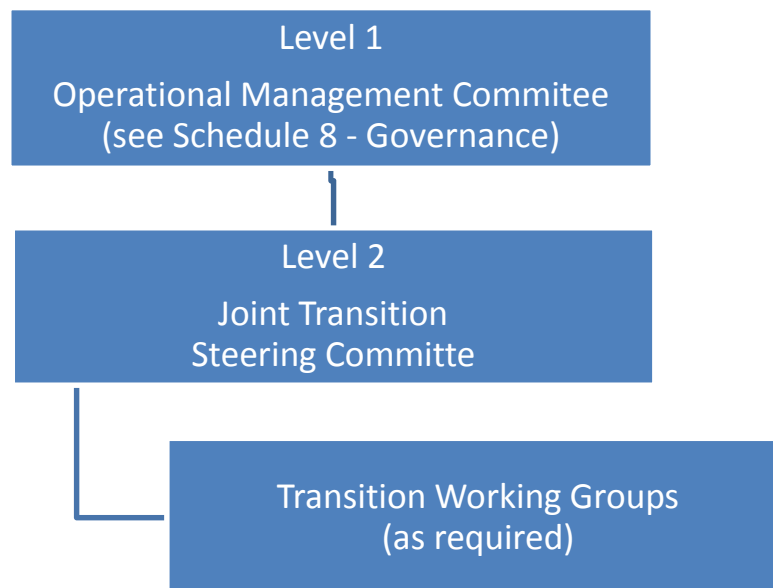
#### **1.5 Responsibilities of the Parties.**

Notwithstanding the Parties participation in the governance model described in this Appendix, each Party will retain full responsibility for its obligations under the Agreement. For greater clarity, the Province will be the sole approval authority for Deliverables provided by the Service Provider as described elsewhere in the Agreement and the Service Provider will remain solely responsible for the delivery of Services and Deliverables described in the Agreement, including the provision of project management services as described in Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2 and in Appendix 3 (*Implementation Services Statement of Work*) to Part 1 of Schedule 2.

## 2. Transition Governance Framework.

### 2.1 Overall Transition Governance Structure.

The overall governance structure is as depicted in the diagram below (the “**Transition Governance Chart**”):



### 2.2 Governance Levels.

The Parties agree that there will be two levels of governance for the relationship between the Parties as set out in the Transition Governance Chart (i.e. Levels 1 to 2).

### 2.3 Operational Management Committee (Level 1 of Transition Governance).

The Level 1 governance body for Transition Services will be the Operational Management Committee (or OMC) established in Schedule 8 (*Governance*). For the purpose of Transition Governance, the OMC will serve as the point of escalation for issues concerning Transition Services which cannot be resolved by the Level 2 governance bodies, described below. In all other respects, the OMC will operate as described in Schedule 8 (*Governance*).

### 2.4 Joint Transition Steering Committee (Level 2 Transition Governance).

There will be one Level 2 governance body for transition governance, which the Parties hereby establish as a coordinating management committee (the “**Joint Transition Steering**

**Committee” or “JTSC”).** The particulars with respect to the JTSC, including the composition, role, responsibilities and authority of the JTSC, are set out in Exhibit 1 to this Appendix.

### **3. Staff Participation in Governance.**

- 3.1 The Province may change its staff participating in the JTSC, both in number and in role, at its sole discretion.
- 3.2 The Service Provider is required to make available for participation in the JTSC staff as set out in Attachment 1.
- 3.3 The JTSC will be supported by appropriate staff assigned by each of their respective Co-Chairs.
- 3.4 Notwithstanding that this Schedule may set out the specific participants or members of a governance body, a Party shall be entitled to have any support personnel and subject matter experts it deems necessary attend a meeting of such body as a representative of the Party. Such support personnel and subject matter experts shall be in addition to, and not in substitution for, the participants named in this Schedule. If a Party intends on inviting a support person or a subject matter expert to attend a governance meeting, the Party will provide the other Party or Parties, as applicable, with prior notice in writing of that the individual who will be attending and the purpose for such individual attending.

### **4. Transition Working Groups.**

- 4.1 The JTSC may from time to time form working groups (“**Transition Working Groups**”) for any purpose the JTSC agrees is appropriate, taking into consideration their governance mandate and any applicable terms, conditions or restrictions set out in the Agreement.
- 4.2 Transition Working Groups will be comprised of the individuals as determined by the JTSC. The JTSC may from time to time change individuals or replace individuals in such Transition Working Group.
- 4.3 The responsibilities, authority and decision and meeting process of a Transition Working Group will be as determined by the committee so forming it.
- 4.4 The JTSC may delegate any of its roles, responsibilities and functions to any Transition Working Groups it forms.
- 4.5 Transition Working Groups will operate subject to and in accordance with:
  - (a) the terms of this Agreement; and
  - (b) the decisions and the direction of the committee who formed them.
- 4.6 The Transition Working Groups will meet as needed and will document their actions and decisions.

- 4.7 In the event that issues are raised which either or both of Service Provider and the Province do not consider have been appropriately addressed after reasonable efforts by a Transition Working Group, such issues may be escalated and will be addressed by referral to JTSC in a prompt manner and no later than the next joint meeting of JTSC.

## **5. Decision Making.**

All the committees shall endeavor to make decisions on a consensus basis. In the absence of consensus the Co-Chairs of the committees shall determine the decision.

## **6. Meeting Protocols.**

- 6.1 The Parties acknowledge and agree that, to the extent possible, all governance meetings should follow the following standard business practices for meeting etiquette:
- (a) all meetings will have meeting minutes, which shall be distributed to the members as soon as possible after the meeting; and
  - (b) to the extent possible the meetings of committees and other groups will be held in-person, provided that the members of a committee or other group may hold their meetings by way of video conference, telephone conference or any other communication facility where all persons participating in the meeting can hear each other and make themselves heard.

## **7. Issue Escalation Protocol.**

- 7.1 The objective of the issues escalation protocol is to resolve issues as quickly and as “near to the ground” as possible. To facilitate efficient issues resolution, the Province, the Service Provider and School Districts will appoint counterpart team leads and managers.
- 7.2 When an issue is identified, project team members will first try to resolve the issue by discussion and consensus with their service provider, district or ministry counterpart. Team members will escalate an issue if unable to resolve with their counterpart or if no counterpart team member exists in the other Party’s organization.
- 7.3 Issues will be escalated along the following path:
- (a) Project team leads try to resolve with their Service Provider, School District or Ministry counterpart.
  - (b) If the issue is not resolved, a team lead escalates to their organization’s project manager.
  - (c) Project managers try to resolve with their Service Provider, School District or Ministry counterpart.



- (d) If the issue is not resolved, a Ministry or School District project manager escalates to the Ministry implementation project director; the Service Provider project manager escalates to the Service Provider transition manager.
- (e) The ministry implementation director and service provider transition manager try to resolve the issue.
- (f) If the issue is not resolved, the Ministry implementation director and Service Provider transition manager escalate to the JTSC.
- (g) If the issue is not resolved by the JTSC, the JTSC will escalate to the OMC for resolution and will follow the process described in Article 23 (*Dispute Resolution*).

**EXHIBIT 1 TO APPENDIX 6 TO SCHEDULE 2 – PART 1**  
**JOINT TRANSITION STEERING COMMITTEE**

**Members:**            Province:   Student Certification Director, CBI Director, Application Services Manager, Business Management Director, Ministry Implementation Director, Two School District representatives, Ministry Communication Lead

Service Provider: Contract Manager, Senior Transition Manager, Change Management Lead

**Co-Chairs:**        Student Certification Director and Service Provider Senior Transition Manager

**Purpose:**            The JTSC will co-ordinate the planning, execution and monitoring of Implementation Services to promote uptake of the service and guide the transition. The JTSC will provide direction to and receives recommendations from project managers and working group leads. More specifically, the JTSC is also responsible for:

- Act as the forum for the project management meetings defined in Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2 and Appendix 3 (*Implementation Services Statement of Work*) to Part 1 of Schedule 2.
- Province representatives receive, assess and provide feedback on project management reports provided by the Service Provider as defined in Appendix 2 (*Start-up Services Statement of Work*) to Part 1 of Schedule 2 and Appendix 3 (*Implementation Services Statement of Work*) to Part 1 of Schedule 2.
- Monitor Start-up Services project progress.
- Resolve Start-up Services project issues arising.
- Oversight of the Implementation Services, coordinating and maintaining a province-wide view of school district implementation progress and schedule.
- Contributing to change management and communication deliverables including the change management plan, communication plan, strategies, materials and actions to promote rapid uptake of the service.
- Monitoring transition status and resolving issues between the Parties.
- Resolve Implementation Services issues arising.
- Escalating issues to OMC as required

- Reports to:** Operational Management Committee
- Authority:** The JTSC has authority to, among other things:
- Resolve Disputes arising from the performance of Transition Services;
- Timing:** The terms of reference for the JTSC will set out a schedule for meeting of the JTSC. In addition, either Co-Chair may call a meeting of the JTSC at any time by providing at least 1 day's prior notice to the other Co-Chair.
- Organization:** Co-Chairs will establish terms of reference for the JTSC, which will address, among other things, the timing and format for meetings of the JTSC, and will review and, to the extent the Co-Chairs determine necessary, revise such terms of reference from time to time.
- Transition Working Groups:** To be determined by the JTSC.

## **SCHEDULE 2 - PART 2**

### **ONGOING SERVICES**

#### **1. Introduction.**

This Part 2 of Schedule 2 describes the services, functions, tasks and requirements comprising the Ongoing Services, in non-technical language, and includes the following: (a) a description of the Ongoing Services; (b) the requirements for the Ongoing Services, including: (i) design and delivery requirements; (ii) functional requirements; and (iii) technical requirements; and (c) the respective responsibilities of the Service Provider and the Province.

#### **2. Appendices.**

The following Appendices, which may be amended from time to time in accordance with the Agreement, are attached to and form part of this Part 2 of Schedule 2 of:

- Appendix 1 – Description of Ongoing Services
- Appendix 2 – Functional Requirements
- Appendix 3 – Technical Requirement

#### **3. Ongoing Services.**

- (a) Commencing on the Service Commencement Date, the Service Provider will provide the Ongoing Services described in Appendix 1 (*Description of Ongoing Services*).
- (b) The Service Provider will provide the Ongoing Services in accordance with the following:
  - (i) the functional specifications and other requirements in Appendix 2 (*Functional Requirements*);
  - (ii) the technical specifications and other requirements in Appendix 3 (*Technical Requirement*); and
  - (iii) the other specifications and other requirements set out in this Part 2 of Schedule 2; and
  - (iv) for each of the Deliverables to be delivered under Appendix 1 (*Description of Ongoing Services*) that are not subject to Acceptance, the Service Provider will give the Province the opportunity to review and provide comments on such Deliverable, acting reasonably, which comments the Service Provider will be responsive to and, to the extent reasonable, incorporate.

#### **4. Design and Delivery Requirements.**

The Service Provider will design, deliver and maintain SIS, including the Application, in compliance with the design specifications and requirements set out in this Section 4.

##### **4.1 Single Student Record.** Each Single Student Record will be maintained through SIS:

- (a) throughout the educational life cycle of a student (e.g. Pre-K-12 completion) as the student moves from school to school and between School Districts;
- (b) when the student is enrolled in more than one school or School District concurrently; and
- (c) when the student record is an Inactive Student Record or archived.

##### **4.2 Data Model.** The Service Provider's data model for SIS will support maintenance of a Single Student Record as described above and also support the data and functional requirements as identified below. The data model will be expandable to support new requirements. SIS metadata will be accessible to Users.

##### **4.3 Information Sharing and Security Model.**

- (a) Information sharing is required through SIS between:
  - (i) schools within and across School Districts;
  - (ii) a School District and its schools;
  - (iii) School Districts;
  - (iv) classes within a school;
  - (v) classes across schools within a School District;
  - (vi) a school, and Parents or students;
  - (vii) a School District, and Parents or students;
  - (viii) a class, and Parents or students, and
  - (ix) schools, School Districts and the Ministry.
- (b) Information sharing will be controlled for SIS and allowed only according to User roles, and access controls consistent with the purposes for delivering education to students.
- (c) The SIS access controls will allow School District Users to:

- (i) create, save and share reports and report templates which may be run by other Users within a school or School District,
- (ii) modify and save (to a new filename) existing report templates (available at the enterprise or School District level) which may be run by other Users for use within a school or School District,
- (iii) create and save data extract scripts which may be run by other Users within a school or School District, and
- (iv) modify and save (to a new filename) data extract scripts (available at the enterprise or School District level) which may be run by other Users within a school or School District.

**4.4 Access Restrictions.** Requirements for SIS related to controlled information sharing include the following:

- (a) information will be restricted for a User's need to know within an authorized data view;
- (b) restricted access will be applied to reports and processes such as timetabling, scheduling, and marks administration;
- (c) data sharing restrictions will be enforced globally across all applicable functions including those performed as batch processes;
- (d) only appropriate parts of a student record will be shared across multiple schools; and
- (e) information restricted to a specific User group is to be sharable with specified Users outside the User group when permission is specifically granted.

**4.5 Scheduling.** The Application design for timetable building and scheduling will support the following:

- (a) maximizing efficiency (minimizing conflicts) when assigning classes into school timetables and assigning students to classes; and
- (b) resolving course conflicts (in timetable building) and student conflicts (in student scheduling).

**4.6 Special Education.** The Application will facilitate communication between student support service teachers and the broader education community including classroom teachers, Parents, school staff, administrative staff, and education assistants.

**4.7 Achievement.** The Application will support tracking of achievement for students enrolled in a mix of Distributed Learning and regular courses in multiple schools, at different grade

levels the courses may have different start and end dates and may span multiple learning cycles and/or school years.

**4.8 Report Cards.** A single, consolidated report card will be produced using SIS for a student taking courses in multiple schools; any assessable item and corresponding assessment and comments may be included on the report card.

**4.9 Grade Book.** The grade book is integrated with the production of report cards in SIS and with the publication of student information on the student/parent portal.

**4.10 User Interface and Usability.** The Application will reduce workload in high volume activities such as attendance tracking, mark entry, and enrolment.

## **5. Archiving and Data Retention Requirements.**

**5.1 Drivers.** There are two drivers for archiving and data retention functionality for SIS:

- (a) legislated requirements to retain and retrieve select student data for 55 years after a student leaves the education system; and
- (b) the need for School Districts to retain Inactive Student Records for a period of usefulness.

**5.2 Key Requirements.** Key archiving and data retention requirements for SIS include:

- (a) ability to archive and retain select student data and/or reports for 55 years (Permanent Student Record, Transcripts, Report cards) for Inactive Student Records; and
- (b) ability to retrieve archived data to meet reporting requirements.

**5.3 Data Load Requirements.** The Application will include the ability to load data into the system for both active, inactive and archived records.

**5.4 Limitation.** Subject to the requirements of Article 11 of the main body of the Agreement, any requirement for archiving or data retention functionality in Section 4, this Section 5 or Appendix 2 (*Functional Requirements*), will not require the Service Provider to retain the applicable Records beyond the Term for the Province, but will only require the Service Provider to provide (a) the required functionality during the Term and (b) design and deliver the Services in such a manner that those Records may be retained for the applicable retention period after the Term by or for the Province.

## **6. ITIL.**

The Service Provider will, in the design and delivery of Services, including Deliverables, comply with ITIL as adapted for SIS to the extent that it does not conflict with or establish a lower standard of service delivery than this Agreement or the policies and procedures of the Province.

## **7. Best Practices.**

In addition to ITIL, the Service Provider will follow best practices in service support, such as:

- (a) confirming that a good backup of database files and applications code is available before implementation;
- (b) utilizing pre-defined change implementation scripts and/or steps;
- (c) ensuring prepared change rollback script/steps ready prior to implementation;
- (d) verifying and ensuring testing team's availability during the change implementation;
- (e) performing change in production environment following a defined production change request process;
- (f) performing post-change clean-up and verification steps;
- (g) performing regression testing on database and applications;
- (h) releasing system for testing team; and
- (i) requiring testing team sign off on the changes or implementation prior to releasing the environment to the users.



**APPENDIX 1 TO SCHEDULE 2 – PART 2**  
**DESCRIPTION OF ONGOING SERVICES**

## Table of Contents

<b>1.</b>	<b>Hosting Services .....</b>	<b>1</b>
1.1	Hosting Services.....	1
1.2	Hosted Environments. ....	1
<b>2.</b>	<b>Facility Services.....</b>	<b>2</b>
2.1	Primary Data Centre.....	2
2.2	Secondary Data Centre.....	2
<b>3.</b>	<b>Network Managed Services .....</b>	<b>3</b>
3.1	Access and Connectivity Services.....	3
3.2	Network Services. ....	3
3.3	Network Specifications. ....	4
<b>4.</b>	<b>Data Exchange Services; Authentication Services .....</b>	<b>4</b>
4.1	Data Exchange Services .....	4
4.2	Authentication Services.....	7
<b>5.</b>	<b>Student Transfers; Archiving and Reloading Services.....</b>	<b>7</b>
5.1	Student Transfers.....	7
5.2	Archiving and Reloading Services.....	7
<b>6.</b>	<b>Service Delivery Management .....</b>	<b>8</b>
6.1	Quality Management Services. ....	8
6.2	Risk Management Planning Services.....	9
6.3	Service Reporting.....	9
<b>7.</b>	<b>Service Continuity Management .....</b>	<b>9</b>
7.1	Service Continuity Services. ....	10
7.2	Service Continuity Plan.....	10
7.3	Backup, Restore and Recovery. ....	11
<b>8.</b>	<b>Service Support .....</b>	<b>12</b>
8.1	Availability Management.....	12
8.2	Capacity Management.....	13
8.3	Problem and Incident Management.....	13
8.4	Service Request Management. ....	15
8.5	Change Management.....	15
8.6	Configuration Management.....	16
8.7	Release Management.....	17
<b>9.</b>	<b>Service Desk .....</b>	<b>19</b>
9.1	Level 2 Service Desk.....	19
<b>10.</b>	<b>Communications; Collaboration.....</b>	<b>20</b>
10.1	Communications.....	20

10.2	User Collaboration Website .....	21
<b>11.</b>	<b>Learning.....</b>	<b>22</b>
11.1	Learning Management.....	22
11.2	SDTest Best Practices .....	24
<b>12.</b>	<b>Product Development and Enhancement.....</b>	<b>24</b>
12.1	Product Configuration, Extensions and Enhancement .....	24
12.2	Application Management Services.....	25
<b>13.</b>	<b>Information Management Compliance and Security .....</b>	<b>26</b>
13.1	Security Management Services .....	26

## **APPENDIX 1 TO SCHEDULE 2 – PART 2** **DESCRIPTION OF ONGOING SERVICES**

### **1. HOSTING SERVICES**

#### **1.1 Hosting Services.**

The Service Provider will host SIS and will provide:

- (a) all Software, Systems, Personnel, External Personnel, facilities and other infrastructure used or required to be used to operate, manage, maintain, and support SIS, whether or not such Software, Systems, Personnel, External Personnel, facilities and other infrastructure are expressly described in this Appendix;
- (b) infrastructure management services, including 24x7 infrastructure monitoring and reporting, incident management and escalation, trouble shooting and technical support and maintenance;
- (c) server and operating system management services, including server connectivity, configuration management, installation quality assurance, operating system performance tuning, operating system account management, security audits, incident management, server hot-fix and patch management, warranty management, system backup and restoration services;
- (d) server monitoring and reporting services, including providing information on availability and performance;
- (e) dedicated storage management services, including providing configuration, management, monitoring and maintenance of the storage system, capacity and resource planning, software updates and patches of storage devices;
- (f) backup storage management services, including providing configuration, management, monitoring, and maintaining the backup service (including all production data and documentation, and where applicable, all meta-databases); and
- (g) anti-virus protection management services, including having servers pull software and anti-virus database updates from vendor, security team analyse reports to screen for policy breaches, open tickets and isolate infected files.

#### **1.2 Hosted Environments.**

The Service Provider will host:

- (a) all production environments at the Primary Data Centre;
- (b) all non-production environments at the Secondary Data Centre, including:

- (i) SDTest environment, which will be refreshed by the Service Provider using SIS production data on the first and third weekend of each month to maintain the integrity of the environment;
- (ii) an archive environment for the Archive Database, which prior to the completion of the Transition Services will be used for the Training Environments; and
- (iii) the dedicated backup environment and all environments required for recovery of the Services in accordance with the Service Continuity Plan and the Disaster Recovery Plan.

## **2. FACILITY SERVICES**

The Service Provider will perform the Services using a Primary Data Centre and a Secondary Data Centre that will comply, in addition to the other applicable requirements set out in this Agreement, with the respective requirements set out in Sections 2.1 and 2.2:

### **2.1 Primary Data Centre.**

The Primary Data Centre will comply with following requirements:

- (a) Tier 3 configuration;
  - (i) redundant capacity components;
  - (ii) multiple independent distribution (power and cooling); and
  - (iii) dual powered IT equipment; and
  - (iv) 12 hours of on-site fuel for DC capacity;
- (b) locked, dedicated cabinets, accessed by authorized personnel only; and
- (c) 7x24 eyes and hands services.

### **2.2 Secondary Data Centre.**

The Secondary Data Centre will comply with following requirements:

- (a) Tier 1 configuration;
  - (i) single capacity components;
  - (ii) single distribution path serving computers (power and cooling); and
  - (iii) unlimited natural gas supply;

- (b) locked, dedicated cabinets, accessed by authorized personnel only
- (c) 7x24 eyes and hands services.

### **3. NETWORK MANAGED SERVICES**

#### **3.1 Access and Connectivity Services.**

The Service Provider will provide:

- (a) the connection from SIS to the TELUS' Customer Interface Unit (CIU) provided by the Province at each of the Data Centres;
- (b) a point to point network connection between the BCeSIS data centre and the SPAN/BC gateway in Vancouver for the duration of Transition Services;
- (c) a point to point network connection between the Service Provider's service centre in Victoria and the SPAN/BC gateway in Victoria;
- (d) a private network connection between the Service Provider's service centre in Regina and the Secondary Data Centre;
- (e) Internet access to the Service Provider's Data Centres;
- (f) Internet access through third party gateway connection to each of the Data Centres to be used in the event a disaster recovery event;
- (g) annually as part of SIS capacity management, identify TELUS network bandwidth requirements for each Data Centre to the Province, so the Province may upgrade the TELUS bandwidth to a maximum of 100Mbps;
- (h) Internet Protocol (IP) addressing for the SIS; and
- (i) domain name services (DNS) routing entries to each of the Data Centres to be used in the event of a Disaster.

#### **3.2 Network Services.**

The Service Provider will provide network services that include:

- (a) high availability operations and maintenance of network components used to connect to the Province's services as described in Sections 3.1;
- (b) network design and planning, configuration, IP assignment, 24x7 packet loss and network monitoring/reporting, incident management and escalation, technical support and maintenance, and vendor warranty management;

- (c) network administration; network management (using proactive monitoring, support and management of WAN components and their configurations and their connect access services at the Service Provider's service centres in Regina and Victoria); network and capacity utilization monitoring;
- (d) managed security services, including perimeter control services and managed firewall services (to protect systems and information assets against threats, such as unauthorised data access, data loss and denial of service); intrusion detection services (using monitors, alerts and reports on traffic); intrusion protection service (to protect against unauthorised or suspicious traffic) and content services;
- (e) domain and security certificate management; and
- (f) VPN management, including VPN support, maintenance and trouble shooting, event logging, software patches and upgrades, and user account administration.

### **3.3 Network Specifications.**

- (a) The Service Provider will provide a network for the Services that: (i) is carrier class; (ii) provides cost competitive, high performance inter-site communications; and (iii) uses hardware and application software that is configured and optimized to utilize a small network footprint in order to minimize the impact of low speed networks.
- (b) The Service Provider VPN Service will scale as required for the delivery of the Services.
- (c) A diagram of the network for the Services is set out in Exhibit 3 (Network Diagram) to this Appendix 1.

## **4. DATA EXCHANGE SERVICES; AUTHENTICATION SERVICES**

### **4.1 Data Exchange Services**

The Service Provider will:

- (a) ensure the data exchange services permit the Province and Province Customers to:
  - (i) access all data in the SIS based on user security access privilege;
  - (ii) request or subscribe to available data exchange(s);
  - (iii) run data exchange requests on demand or scheduled;
  - (iv) maintain data exchange definitions of available data extracts or exchanges;
  - (v) monitor and manage scheduled job queues;

- (vi) view an audit trail of all data exchange activities; and
- (vii) receive email notification of job status or completion;
- (b) provide data exchange training, processes and tools for the Province and School Districts to perform:
  - (i) manual file exports and imports in multiple formats (CSV, tab-delimited, fixed-width, Excel, DBF, XML);
  - (ii) automated file exports and imports in multiple formats; and
  - (iii) automatic transfer of export/import files via, FTPS, SFTP and other secure protocols;
- (c) provide data exchange processes and tools for the Province and School Districts to perform custom procedures, including:
  - (i) direct ODBC/JDBC connections to remote databases and exchange data via SQL inserts, updates, and deletes;
  - (ii) remote procedure calls (RPCs) to external applications; and
  - (iii) Web Service calls to WS-enabled applications;

provided that the Province or School District has first provided the request for custom procedures to the Service Provider for its review (which request the Service Provider will then escalate to the Operational Management Committee for its review) and the Operational Management Committee has approved the request;
- (d) use a monitoring process to identify exceptional data exchange processes that affect the availability, stability or integrity of the Service and will bring unresolved cases to the Operational Management Committee for review and resolution;
- (e) ensure that SIS complies with the extract and import requirements, including data constructs, set out in Exhibit 2 to this Appendix 1 (Data Exchange Requirements) as may be adapted during the Start-Up Services for the particular requirements of SIS;
- (f) provide documentation for:
  - (i) all Aspen Objects (included element names and descriptions) compliant with SIF standard; and
  - (ii) the functionality of data exchange services on UCW and at corresponding learning events;



- (g) provide data exchanges for reporting by the Province, without any additional tools being required, as follows:
  - (i) the files required for: Form 1701, Student Achievement Data Exchange (SADE), class size and composition;
  - (ii) the Transcripts and Exams (TRAX) reporting (DEM, XAM and CRS) files;
  - (iii) the verification reports for all of the above, duplicating the downstream Province calculations;
  - (iv) the files required for: Early Learning Data Collection reporting;
  - (v) the upload of exam marks, historical exam marks, and Foundation Skills Assessment (FSA) data;
  - (vi) the automated PEN request process; and
  - (vii) the automated extract, transform and load into EARS.
- (h) ensure SIS provides and supports, without any additional tools being required:
  - (i) the ability, from any screen, to specify any data on that screen to be extracted to a file in real time (without any on-site technical or consulting support), which the user can then manipulate with programs such as Excel, or interface with a School District program or system;
  - (ii) the ability to specify any data or tables (based on the Data Dictionary) from the database that the user wishes to extract;
  - (iii) import and export tools that allow access to all tables and fields within the Application database and that users may export any data that the security for data exchange services gives them access to;
  - (iv) that import and export tools may be constructed with a simple XML definition or with a more complicated Java source;
  - (v) that data may be read from and written to multiple formats including comma separated values, fixed width text, XML, DBF, HTML, and Excel spread sheets;
  - (vi) the creation of jobs to run an import or export on a periodic or ad hoc schedule, including off-peak hours;
  - (vii) that selection criteria for queries and extracts can be saved on SIS for later use;

- (viii) interfaces with third-party systems via import and export definitions and scheduled jobs;
- (ix) that the security for data exchange services is controlled through the regular application of role-based security mechanisms that are the same as those used for other access to SIS by the applicable, authorized users; and
- (x) that any data sent to a user's computer uses a secure, encrypted protocol; and
- (i) establish and maintain data exchange services that provide the ability to download data to School Districts that conform to the extent possible to the data constructs of the General Data Extracts (GDE).

## **4.2 Authentication Services.**

The Service Provider will ensure that SIS integrates and interoperates with the Province's common authentication services.

# **5. STUDENT TRANSFERS; ARCHIVING AND RELOADING SERVICES**

## **5.1 Student Transfers.**

The Service Provider will maintain:

- (a) an automated function to handle the transfer of a Single Student Record to and from BCeSIS and SIS (unload, convert data, load); and
- (b) for transfers between SIS and other systems, a single student load and a single student unload service.

## **5.2 Archiving and Reloading Services.**

The Service Provider will provide archiving and reloading services and retain all Inactive Student Records for the duration of the Term and otherwise provide archive and reload services as follows:

- (a) Inactive Student Records that have been inactive for:
  - (i) less than three years will be stored in the production database (the "**Production Database**") and this environment will (A) be instantly accessible to School Districts; (B) provide a seamless method for producing reports such as Transcripts, PSRs, Report Cards, and other relevant reports/exports; and (C) have the standard functionality for re-admitting a student; and
  - (ii) three or more years will be stored in an archive database (the "**Archive Database**") online, which will (A) be lower speed storage

than the Production Database; and (B) have the same data model as for the Production Database;

- (b) an archive function will be run periodically to move Inactive Student Records that have been inactive for three or more years into the Archive Database;
- (c) the Province will direct the Service Provider as to whether all or certain portions of the data for Inactive Student Records will be required to be retained and archived and any such direction from the Province to the Service Provider will be deemed an Ordinary Course Change;
- (d) School District users access to Inactive Student Records on the Archive Database will be based on their access privilege and security role;
- (e) School District users may query the Archive Database to find an Inactive Student Record using key record identifiers such as first name, last name, PEN, birthdate, gender or other fields to assist in Inactive Student Record identification and the results of the query may be printed as a report by the School District user;
- (f) School Districts users may retrieve any Inactive Student Record from the Archive Database regardless of last home school;
- (g) the following process will be used for reloading an Inactive Student Record:
  - (i) the School District user runs a search on the Archive Database to determine whether the Inactive Student Record exists in the Archive Database;
  - (ii) if the Inactive Student Record exists, the School District user may initiate an automated reload function that will run immediately and move all of the data in the Inactive Student Record to the Production Database; and
  - (iii) once the data in the Inactive Student Record is reloaded, the Inactive Student Record will be (A) treated as any other Inactive Student Record in the Production Database (allowing for reporting, extracting and re-admission); and (B) removed from the Archive Database.

## **6. SERVICE DELIVERY MANAGEMENT**

### **6.1 Quality Management Services.**

In addition to, and in accordance with, the quality management and continuous improvement related obligations and requirements set out Section 3.8 (Service Recommendations) and Section 3.9 (Quality Management) of the main body of the Agreement the Service Provider will, in respect of the Services:

- (a) in consultation with the Province, annually review and update the Continuous Improvement Plan;

- (b) maintain and continuously improve service quality, through a cycle of agreeing, monitoring, and reporting on service achievements and requirements, and instigation of actions to improve services and acceptance of service solutions;
- (c) supply the Province with information required to support governance decision making on opportunities and plans for service improvement;
- (d) implement, monitor, and measure improvement outcomes against plans, including the Continuous Improvement Plan;
- (e) deliver early reporting of global needs and trends and, to the extent possible, identify improvement opportunities outside the scope of the Services;
- (f) measure Ministry and School Districts satisfaction, expectations, and priorities; and
- (g) design and implement processes to monitor service delivery and develop and implement opportunities for improvement, including changes to the Service as well as related business processes.

## **6.2 Risk Management Planning Services.**

The Service Provider will, in consultation with the Province, regularly review and update the Risk Management Plan to identify, assess, and treat additional risks arising during the Term, including in response to any material change in the Services or delivery of the Services (including any material change to Systems).

## **6.3 Service Reporting.**

In addition to, or as part of, other reporting obligation it may have, the Service Provider will provide customer satisfaction surveys, which will include a summary of client feedback, to assist in determining customer satisfaction with the Services on a quarterly basis or as directed by the Province.

## **7. SERVICE CONTINUITY MANAGEMENT**

Subject to and in accordance with, the service continuity related obligations and requirements set out in Article 14 (Service Continuity) of the main body of the Agreement, the Service Provider will, in respect of the Services, comply with this Section 7.

## **7.1 Service Continuity Services.**

The Service Provider will:

- (a) use a five step lifecycle approach to developing and delivering continuity management services: (1) initiation; (2) requirements and strategy; (3) implementation (including periodic exercises to ensure that the selected strategy, solution, plans and procedures will actually work in practice); (4) ongoing operation; and (5) invocation, as further described by ITIL;
- (b) deliver to the Province a draft of the Service Continuity Plan by February 1, 2014 for Approval no later than June 1, 2014 in accordance with Section 14.1 of the main body of the Agreement;
- (c) use dual Data Centres that comply with the following:
  - (i) support the backup of Primary Data Centre file systems and ancillary data repositories;
  - (ii) off-site backup and storage of backup media from the Primary Data Centre to the Secondary Data Centre;
  - (iii) hot standby of Primary Data Centre network connections in support of continuous data replication at the Secondary Data Centre;
  - (iv) warm standby of application servers at the Secondary Data Centre;
  - (v) warm standby of applications at the Secondary Data Centre;
  - (vi) support services for the back-up and recovery environments.

## **7.2 Service Continuity Plan.**

The Service Provider will ensure the Service Continuity Plan includes:

- (a) a description of the essential services and assets required to recover the Services including:
  - (i) the following essential Services:
    - (A) hosting of the SIS production and archive environments;
    - (B) availability of SIS environment with production data and services;
    - (C) network connectivity through SPAN/BC;
    - (D) service desk;

- (E) incident and problem management;
  - (F) vendor support; and
  - (G) Application performance.
- (ii) the following essential assets, including:
  - (A) service delivery personnel;
  - (B) Service Centre facilities;
  - (C) workstations;
  - (D) reference documents;
  - (E) Application data;
  - (F) Application Software;
  - (G) Data Centre hardware;
  - (H) Data Centre Software;
  - (I) wide and local network connectivity; and
  - (J) telephones.
- (b) how the essential services and assets will be recovered in the event the Service Continuity Plan is activated, and
- (c) the mitigation strategy for reducing risk of service interruption or delays in recovery.

### **7.3 Backup, Restore and Recovery.**

The Service Provider will:

- (a) provide backup, restore and recovery processes, which will be incorporated in the Service design and implemented as part of the Service Continuity Plan and Disaster Recovery Plan, including providing backup retention management;
- (b) provide near continuous backups for all essential data and file repositories;
- (c) backup data using high availability disk storage with fault tolerant disk configurations at each Data Centre;

- (d) backup the Services using a three tier (server, database and document) backup and recovery process;
- (e) maintain procedures to regularly test the backup data via the regular SDTest refresh at the Secondary Data Centre, using production data;
- (f) configure the backup solution in respect of the Services to create multiple data recovery points per data set per hour on a continuous 24X7 schedule with recovery points are stored at both Data Centres;
- (g) backup data for the Services in accordance with Section 7.3(h) below and ensure such backup data is subject to managed retention policies that are enforced using a nightly process;
- (h) ensure that essential Services listed in Section 7.2(a)(i) above will have the following restore points:
  - (i) 15 minute intervals for the past seven days for production environments, and
  - (ii) for all other services, daily intervals after the first week to the fifth week, and
  - (iii) yearly intervals for the past two years; and
- (i) in the event a partial restore is required, ensure the backup data is available immediately for processing using the local backup data.

## **8. SERVICE SUPPORT**

The Service Provider will provide support services to ensure the Services remain available, responsive to business needs, and provides a seamless experience for users. The Service Provider will meet regularly with the Province to discuss the status of the Services and, where appropriate, Follet resources will be included.

### **8.1 Availability Management.**

The Service Provider will:

- (a) provide availability management services that include:
  - (i) optimizing the capability of the Services in order to deliver a cost effective and sustained level of availability that enables the Province and the Province Customer to satisfy their business objectives; and
  - (ii) high availability design; monitoring and reporting on availability; availability requirements for the Services; availability management planning; and availability trending; and

- (b) in consultation with the Province, review as required and update the Availability Management Plan, including in response to any material change in the Services or delivery of the Services (including any material change to Systems).

## **8.2 Capacity Management.**

The Service Provider will provide capacity management services that include:

- (a) ensuring that current and future capacity and performance requirements of the Province are met, including by performing load testing based on documented future business needs and forecasts;
- (b) monitoring, measuring, and planning to meet Service Levels related to capacity; and
- (c) in consultation with the Province, reviewing as required and updating the Capacity Management Plan, including in response to any material change in the Services or delivery of the Services (including any material change to Systems); and
- (d) providing (i) monthly reporting on key elements of Service capacity and (ii) annual detailed analysis of performance and planned capacity as required for the Service Provider to meet Service Levels , both in a form, format and with content approved by the Province;

## **8.3 Problem and Incident Management.**

In addition to, and in accordance with, the Problem related obligations and requirements set out Section 6.6 (Problem Alert and Escalation Procedures) of the main body of the Agreement, the Service Provider will in respect of the Services:

- (a) in consultation with the Province, review as required and update the Service Support Procedures, including in response to any material change in the Services or delivery of the Services (including any material change to Systems);
- (b) monitor the Services in order to identify, document, analyze, track, report, manage all incidents in accordance with the Problem Management Procedures;
- (c) track, report and manage incidents using the Pando customer support solution integrated into the Application (“**Pando**”), which will (i) provide a single point of contact that is available to receive trouble tickets, and (ii) be integrated within the Application;
- (d) upon the discovery of an incident or potential incident by the Service Provider, including upon notification from the Province or Province Customers, as applicable,



- (i) record incident details in Pando on a trouble ticket for that incident including the following:
  - (A) incident category;
  - (B) Priority Level definitions based on the Service Support Procedures;
  - (C) description of symptoms;
  - (D) detailed information regarding re-creation of incident; and
  - (E) detailed attempts made at correcting the behaviour;
- (ii) identify and manage the incident by assembling the necessary resources; investigating, diagnosing and analyzing the incident, and responding by using procedures that include the following:
  - (A) verifying incident by recreating it (where possible) in a controlled environment;
  - (B) analyzing incident for (1) impact, (2) currency, (3) client driven priority;
  - (C) escalating the incident to the appropriate resource(s) (1) via ticket assignment and (2) using verbal communication to reinforce urgency, as set out in the Service Support Procedures;
  - (D) escalating to problem management process as soon as incident is verified;
  - (E) providing workarounds or solutions as soon as they are available; and
  - (F) notifying client of progress as set out in the Service Support Procedures; and
- (iii) resolve the incident within the time(s) provided for in the Service Levels using procedures that include the following:
  - (A) provide the workaround or solution to client(s) as soon as it verified; and
  - (B) confirm with client(s) that the workaround or solution is acceptable for the incident;
- (e) provide service alerts and support information to the Province and School Districts by telephone, email, or UCW, as appropriate;

- (f) provide problem management services in accordance with the Problem Management Procedures by finding, eliminating and preventing the occurrence of incidents and by performing activities that include the following:
  - (i) creating problem tickets;
  - (ii) assessing, investigating and diagnosing problems;
  - (iii) prioritizing and scheduling problem activities;
  - (iv) determining the root-cause of problems;
  - (v) resolving problems with change or service requests or defining and implementing workarounds acceptable to the Province; and
  - (vi) conducting post-incident reviews for each major problem, Priority Level 1 incident, and any other incident that the Province requests a post-incident review.

#### **8.4 Service Request Management.**

The Service Provider will provide service request services, using Pando as the ticket management system for such requests, to investigate problems prior to resolution or to provide fast and effective access to standard services and by performing activities that include:

- (a) recording of service request details,
- (b) properly categorizing the service being requested,
- (c) ensuring that sufficient details are included in the request, and
- (d) fulfilling the request.

#### **8.5 Change Management.**

Subject to Section 3.7 of the main body of the Agreement, the Service Provider will:

- (a) provide change management services to ensure appropriate planning has taken place and advance notice has been provided to the Province and all affected Persons prior to commencing any changes to the Services or delivery of the Services (including any change to Systems) by performing activities that include:
  - (i) change identification and logging;
  - (ii) change risk and impact assessment;
  - (iii) technical authorization, planning and coordination; and

- (iv) reporting; and
- (b) ensure all changes to production environments, excluding emergency changes required to resolve critical incidents, are submitted and approved through a defined change management review and approval processes, including:
  - (i) changes to production environment will be properly implemented and tested in the development and test environments before implementation in production; and
  - (ii) appropriate sign off of the change by the Province in the test environment (for example user acceptance testing) will be obtained prior to scheduling implementation into the production environment;
- (c) ensure all changes are handled through a single entry point and all change requests are properly recorded;
- (d) perform reviews of the effectiveness of the change process; and
- (e) ensure changes are categorized and implemented as set out in the following table.

Priority Level	Type of Change	Implementation Time
1	emergency changes	implemented immediately
2	changes to restore system performance	reviewed and implemented immediately
3	pre-scheduled and performance enhancing changes	scheduled for review and implementation

## 8.6 Configuration Management

The Service Provider will provide configuration management services to ensure that the status and relationships of all configuration items are known, so that other processes can leverage current, reliable information on the configuration items and by performing activities that include:

- (a) providing and maintaining a configuration management database to support other service support processes, including updating as configurations change;
- (b) maintaining a description of the configuration item baseline;
- (c) attending change management meetings and reviewing change and release management documentation for configuration item related changes;

- (d) updating configuration item related information, including tracking changes to Application Software in the configuration management database as part of the change effort for patches or major releases;
- (e) reporting on a configuration item;
- (f) auditing the configuration of the configuration item to ensure the right versions of all of a configuration items components are known and that they are the ones being used; and
- (g) scheduling the configuration item for upgrade and version control.

## 8.7 Release Management.

The Service Provider will provide release and deployment management services to ensure that the integrity of production environments are protected and that the correct components are released and will:

- (a) plan, schedule and control the movement of releases to test and production environments, including performing the following:
  - (i) planning and acceptance;
  - (ii) detailed analysis, design, architecture and build;
  - (iii) testing to predefined acceptance criteria;
  - (iv) rollout of training plans;
  - (v) communication and organizational change management;
  - (vi) quality control; and
  - (vii) implementation;
- (b) employ a release-based approach to manage changes to the Application and environment to minimizes the disruption to the user community and make efficient use of the operational support resources;
- (c) in consultation with the Province, provide an annual release plan (the “**Annual Release Plan**”) to the Province which contains:
  - (i) specific changes and improvement areas for SIS;
  - (ii) two major SIS releases that:
    - (A) consist of version upgrades;

- (B) are implemented during (1) spring vacation as determined in accordance with the Ministry's standard school calendar, and (2) as Approved by the Province; and
  - (C) leverage the expertise of Follett for the delivery of the major releases in the base Application to include all software configuration and customizations for SIS;
- (iii) two minor SIS releases that:
  - (A) consist of enhancements and problem corrections, including minor code defects where there is not a viable workaround for schools and School Districts;
  - (B) are implemented during (1) May and (2) November, or such other periods acceptable to the Province based on applicable business cycles or policy and procedure changes), and
- (iv) monthly "time slot" for infrastructure releases (which will be used only if required).
- (d) in consultation with the Province, review as required and update the Annual Release Plan, including in response to any material change in the Services or delivery of the Services (including any material change to Systems);
- (e) publish the Annual Release Plan on the UCW and include it in each month in the MOSR;
- (f) prior to scheduling any release activity, consider business cycles of schools and School Districts and the availability and capacity of their personnel and schedule releases accordingly;
- (g) unless the Province directs otherwise install and maintain, for the production Application, the most recent production releases available of the Aspen and Pando applications;
- (h) only release in accordance with release change windows that are:
  - (i) the same as the PLNet Change Windows (currently Sundays between 6:00 am and 9:00 am (Pacific Time)); or
  - (ii) as Approved by the Province (which if so Approved may include a secondary Release Change Window for Wednesdays between 6:00 pm and 9:00pm (Pacific Time));
- (i) provide release notes for both major and minor releases; and

- (j) in consultation with the Province, review as required and update the Application Extension Documentation, including in response to any material change in the Services or delivery of the Services (including any material change to Systems).

## **9. SERVICE DESK**

### **9.1 Level 2 Service Desk.**

The Service Provider will:

- (a) provide a Level 2 Service Desk that will:
  - (i) provide Level 2 Support to ensure that School Districts are effective in providing Level 1 Support to end users of SIS;
  - (ii) develop, support, and enable School Districts to resolve Application and related service incidents on a first contact basis with the users and minimize the impact of incidents which have occurred; and
  - (iii) accept communications from the Province and from Level 1 Support organization by all of the following methods:
    - (A) telephone calls to the Level 2 Service Desk will be accepted at a toll free telephone number provided by the Province between the hours of 7:00 a.m. and 7:00 p.m. (Pacific Time) on Business Days;
    - (B) inbound communications by e-mail will be received at a centralized e-mail address, which is dedicated to the Level 2 Service Desk; and
    - (C) website submission of incidents by Pando;
- (b) provide Level 2 Support that will:
  - (i) be the primary area where trending, correlation and consolidation of the incoming service related events and demand takes place;
  - (ii) provide an escalation point for Level 1 Support organizations and Level 1 Service Desks;
  - (iii) provides transparent access to Level 2 Support processes, procedures and knowledge systems, such that the overall support moves closer to the users of SIS;
  - (iv) coordinate and integrate the support services required to provide integrated support services, Level 2 Service Desk, and other communications;
  - (v) manage to resolution all Application and related Service incidents and Service requests received from the Province or Level 1 Support

organizations within Service Levels by partnering with Level 1 Support organizations and Level 1 Service Desks;

- (vi) provide Level 1 Support personnel with:
  - (A) an on-line knowledge base to enable them to restore service to normal, as quickly and effectively as possible, after an incident; and
  - (B) training, annual refresher training and documentation necessary for them to access, and effectively utilize Pando;
- (vii) provide the Level 1 Support organizations with:
  - (A) self-help support forums and issue resolution;
  - (B) support using integrated support tools;
  - (C) all necessary training materials, information, access and reporting to allow them to effectively use the tools and services of Level 2 Support, and
  - (D) regular conference calls and tutorials or other appropriate knowledge transfer to develop and sustain Level 1 Support capabilities;
- (viii) report on service level compliance, and identify user requirements and acceptance issues;
- (c) partner with the various stakeholders to populate Pando with the information available regarding access to, utilization, and support of the Application;
- (d) recommend continuous improvements to Level 1 Support organizations and to Level 1 Support.

## **10. COMMUNICATIONS; COLLABORATION**

### **10.1 Communications.**

In addition to, and in accordance with, the communication obligations and requirements set out in Section 7.3 (Province Customer Communications) of the main body of the Agreement and Schedule 7 (Communication Plan and Process), the Service Provider will, in respect of the Services:

- (a) develop and maintain an on-going communication strategy in accordance with the Communication Plan, with the cooperation and assistance of the Province and School Districts;
- (b) ensure effective communication between the Service Provider and the Province and School Districts in order to collaborate more efficiently to maintain and enhance the

Services and to facilitate the conversation about how the Services can meet the evolving requirements of an education system going through a transformation;

- (c) in consultation with the Province, regularly review the Communications Plan to ensure the Communications Plan (i) identifies information that needs to be communicated, the owner for the communication, the frequency, timing and delivery vehicle (UCW, email, telephone etc.); and (ii) remains relevant to the School Districts and other Province Customer.
- (d) ensure communication is aimed at target audiences based on their information needs without relying on any one audience to communicate up or down to ensure flow of information; and
- (e) work with the Province and School Districts to define standards for usage of social media as part of the Services.

## **10.2 User Collaboration Website**

The Service Provider will:

- (a) provide the UCW to:
  - (i) initially, keep the educational community in British Columbia and the Yukon informed through an exchange of information and ideas about the SIS and related events; and
  - (ii) subsequently, and in accordance with the BC Education Plan, to allow educators and other Province Customers to share knowledge, ideas, business processes, recommendations for standardization and other collaborative activities;
- (b) provide and maintain the UCW for supporting the Province's and School District's use of Services;
- (c) provide the UCW as an integrated user support service which includes linkages to Level 1 Support and on-going training support;
- (d) provide the UCW with user role-based access controls and security management for a variety of general roles as appropriate for maintaining information security of the environments.
- (e) provide UCW services to be delivered to authenticated users, including:
  - (i) access to the Services Catalogue, including service descriptions for all Services as Needed;
  - (ii) web site content support;



- (iii) Province, School District or Service Provider resources;
- (iv) shared learning information;
- (v) training information, resources, and schedules;
- (vi) trainer and web-enabled registration, attendance and schedules;
- (vii) user-driven discussion forums;
- (viii) data conversion and exchange information;
- (ix) service desk support and incident management tools;
- (x) integrated Level 1 Support, Level 2 Support and software provider knowledge management system;
- (xi) self-service tools including electronic incident submission, the ability for Level 1 Support users to track their own incidents and gain access to the knowledgebase; and
- (xii) content maintenance and management functions for the Province and Province Customers.

## **11. LEARNING**

### **11.1 Learning Management**

The Service Provider will provide training services in the use and operation of the Services (including Deliverables) to the extent required by the Province and Province Customers to enable Province and Province Customers to receive the Services, and will

- (a) provide the training set out in Exhibit 1 to this Appendix 1 (Training Courses);
- (b) provide training which will be aligned to key business events throughout the year and will accommodate additional sessions beyond the published calendar of training events based on the training demand from School Districts;
- (c) align the training courses to School District staff business needs and provide the flexibility to adapt course content and class length over the Term;
- (d) provide refresher learning events that will:
  - (i) be published in an annual schedule;
  - (ii) be delivered by the Service Provider's trainers at specific times during the school year in support of the annual business cycle;

- (iii) present opportunities for new users to learn functionality required for the various business cycle transactions;
  - (iv) provide refreshers for existing users to increase uptake by sharing new understandings, introducing new functionality, and establishing and encouraging good practice;
  - (v) typically be delivered online using collaboration tools;
  - (vi) be recorded and posted for re-use on UCW after the initial delivery, including for review by any training or support staff not able to attend and for use by district trainers' in the delivery of local learning events;
- (e) provide an annual schedule of training events;
- (f) provide and maintain online resources and develop of new material/learning resources to meet evolving needs such as changes in standards of use, legislative changes, Province and Province Customer business requirements;
- (g) deliver online refresher learning events to reinforce business cycle activities where School District users will build on knowledge gained and new understandings of how the functionality can be employed most effectively;
- (h) annual school scheduling support and training for school administrators, office staff and school counsellors;
- (i) train School District support staff on functional areas of the Application not utilized to date;
- (j) provide introduction of and training in new functionality of the Application (e.g. Family and Student Portal);
- (k) provide training on software upgrades and changes to the standards manual which may affect utilization processes;
- (l) train School Districts support staff to take advantage of the full capabilities of the Application;
- (m) provide training logistics services (including for train-the-trainer sessions), including:
  - (i) registering attendance requests;
  - (ii) tracking schedule and delivery requirements;
  - (iii) scheduling and coordinating resources including facilities, equipment, delivery tools, instructors, and training materials;

- (iv) reporting on course and student attendance; and
- (v) tracking and measuring the quality of courses.

## **11.2 SDTest Best Practices**

The Service Provider will:

- (a) prepare, document and deliver best practices (strategies) (the “**SDTest Best Practices**”) that will facilitate the School Districts use of SDTest and will assist School Districts with:
  - (i) structuring training setup to facilitate multiple training sessions between refresh cycles;
  - (ii) avoiding conflicts between training and what-if scenario testing; and
  - (iii) testing activities that should be avoided or managed carefully to reduce the probability of impacting ongoing training and data setup;
- (b) update the SDTest Best Practices from time-to-time as new information and approaches become available;
- (c) post the SDTest Best Practices on the UCW;
- (d) provide the SDTest Best Practices to School District support staff periodically throughout the year.

## **12. PRODUCT DEVELOPMENT AND ENHANCEMENT**

The Service Provider will provide ongoing software changes as reflected in the Follet product roadmap and this Section 12.

### **12.1 Product Configuration, Extensions and Enhancement**

The Service Provider will:

- (a) ensure the Application permits the Province and School Districts to perform basic Application configuration, including:
  - (i) School District and school preferences setup;
  - (ii) user account creation;
  - (iii) user role and security tag configuration;
  - (iv) data dictionary maintenance (field label configurations);

- (v) reference tables creation and management;
  - (vi) Aspen template modifications;
  - (vii) grade term and grade scale setup;
  - (viii) transcript definition configuration;
  - (ix) grade input setup;
  - (x) qualification list definition; and
  - (xi) GPA setup;
- (b) ensure the Application permits users from the Province and School Districts, with the appropriate access, training and technical skillsets, to download, modify, upload, compile and run extensions using XML and Java programming, including for:
- (i) built-in reports;
  - (ii) exports/import;
  - (iii) procedures;
  - (iv) third party interfaces; and
  - (v) workflows; and
- (c) provide customizations and enhancements that involve changes to the base Application for core functionality, which are managed by the Service Provider.

## **12.2 Application Management Services**

The Service Provider will provide application management services that include:

- (a) changes to the Application to support on-going changes to business requirements;
- (b) analysis of problems, acceptance of change requests, development of change specifications and functional specifications and the design of data model changes;
- (c) resolving incidents through the Level 2 Service Desk, including testing incidents to reproduce the problem, the analysis of the data involved, documentation of any identified problems with the application data, prioritizing the resolutions, tracking, monitoring and reporting on the progress of the resolutions, and communicating with the School Districts and Province;

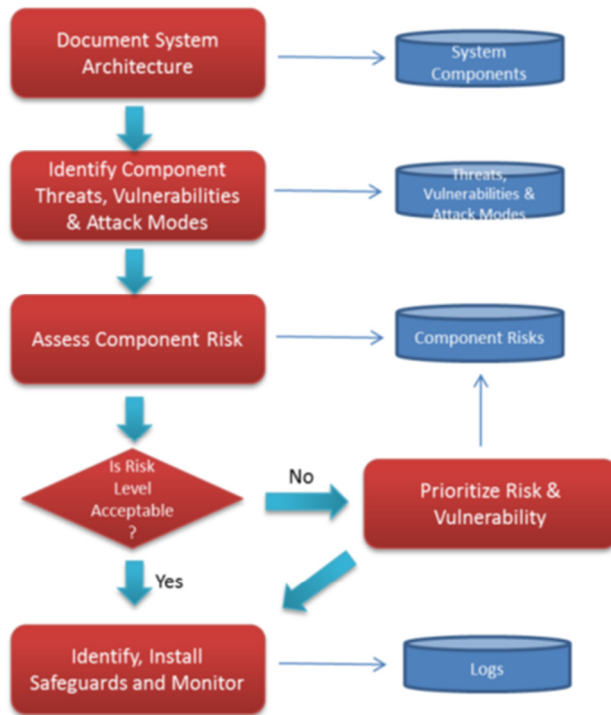
- (d) implementing software changes for correcting problems and develop data correction programs, including small enhancements for Province requested changes, problem corrections, annual release upgrade, patch management, minor release upgrades, and the year-end process;
- (e) validating, assessing, approving, coordinating, delivering and monitoring change requests affecting the implementation of SIS;
- (f) liaising with the Province regarding proposed Province policy changes or enhancements to SIS;
- (g) creating or adjusting test strategies and plans, identifying and acquiring test resource needs, monitoring testing progress and reporting test results, creating test data and testing scripts in accordance with test plans and documentation of results (testing includes functional integration and regression testing of Service changes);
- (h) assisting School Districts with user acceptance testing;
- (i) maintaining the data load environment, loading of School District data and delivering corresponding quality assurance services at times mutually agreed by the Service Provider and the School District;
- (j) implementing SIS major and minor releases in accordance with the Annual Release Plan;
- (k) conducting impact analysis to the Application to determine whether the proposed release or change fits within the existing architecture (security, availability, capacity, service continuity, etc.) and identifying the effects and impacts and alternatives, if any, would be to Systems and Services; and
- (l) in consultation with user working groups, identifying opportunities for business process improvement, including School Districts as they expand their use of functionality.

## **13. INFORMATION MANAGEMENT COMPLIANCE AND SECURITY**

### **13.1 Security Management Services**

In addition to, and in accordance with, the security obligations and requirements set out Article 13 (Privacy, Security and Confidentiality) of the main body of the Agreement and Schedule 13 (Personal Information Protection and Security Obligations), the Service Provider will, in respect of the Services:

- (a) utilizes system security engineering concepts and practices, illustrated below, in order to deal with threat risks, risk assessment and safeguard physical systems and the information it manages;



- (b) as part of its recruitment and hiring practices, complete the following on all personnel working at Service Locations:
- (i) verification of name, date of birth, and address;
  - (ii) verification of education of professional qualifications;
  - (iii) verification of employment history and reference checks;
  - (iv) a security reliability check; and
  - (v) criminal record check.

**EXHIBIT 1 TO APPENDIX 1 TO SCHEDULE 2 – PART 2**  
**TRAINING COURSES**

**1. COURSE DESCRIPTIONS**

The following table contains a list of training courses and their descriptions that will be delivered by the Service Provider during the Term to meet its training obligations. The Parties agree that there are no restrictions on the number of courses the Service Provider will provide, except as expressly set out in the following table.

Course Title	Course Description and Topics	Course Prerequisite(s)	Suggested Participants	Delivery Type	Class Length
<b>Aspen System Administration</b>	<p>This course trains participants on all aspects of configuration, security and maintenance of Aspen, including:</p> <ul style="list-style-type: none"> <li>• System navigation, creating queries, using the different views, and basic knowledge of the system</li> <li>• Creating user accounts, user roles, security settings, and security tags; setting up district and school preferences for attendance, security, and enrollment</li> <li>• Using the Data Dictionary and reference tables, and making modifications to templates within Aspen</li> <li>• Initial setup of grades, attendance, and conduct</li> <li>• School Year Start Up and Year End Processing</li> <li>• District and Province level reporting</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• Province and District System Administrators</li> <li>• Security Administrators</li> <li>• Level 1 Support</li> </ul>	<ul style="list-style-type: none"> <li>• Classroom</li> </ul>	4 days (may or may not be consecutive)

Course Title	Course Description and Topics	Course Prerequisite(s)	Suggested Participants	Delivery Type	Class Length
<b>System Fundamentals</b>	<p>This course provides participants with an introduction to Aspen, including:</p> <ul style="list-style-type: none"> <li>• Navigation</li> <li>• Student Lists</li> <li>• Queries</li> <li>• System Reports and Quick Reports</li> <li>• Ministry Reporting</li> <li>• Student demographic information</li> <li>• Handheld Basics</li> <li>• Alerts</li> </ul> <p>It is important before attending any other training that participants understand how Aspen is configured and that they are comfortable with the layout of the application and familiar with the core tools available throughout the application.</p>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• All Aspen Users except classroom teachers</li> <li>• Level 1 Support</li> <li>• District Trainers</li> <li>• Board Office Administrators</li> </ul>	<ul style="list-style-type: none"> <li>• Web-based Training</li> <li>• Videos</li> <li>• Train-the-Trainer</li> <li>• Self-Learning</li> </ul>	3 hours



Course Title	Course Description and Topics	Course Prerequisite(s)	Suggested Participants	Delivery Type	Class Length
<b>Attendance</b>	<p>This course provides participants with the skills necessary to perform day-to-day attendance management, as well as how to streamline the attendance management and reporting processes for their school district, including:</p> <ul style="list-style-type: none"> <li>• Enter (daily or period) attendance records</li> <li>• Manage attendance records</li> <li>• Change attendance records</li> <li>• Attendance Reports (including Attendance Letters)</li> </ul>	<ul style="list-style-type: none"> <li>• System Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>• Attendance Managers</li> <li>• Attendance Clerks</li> <li>• Level 1 Support</li> <li>• School Administrators</li> <li>• District Trainers</li> </ul>	<ul style="list-style-type: none"> <li>• Web-based Training</li> <li>• Videos</li> <li>• Train-the-Trainer</li> <li>• Self-Learning</li> </ul>	2 hours
<b>Conduct</b>	<p>This course trains participants to manage all conduct data in Aspen (such as incidents, incident codes, actions, and action codes and how to report on all of this data), including:</p> <ul style="list-style-type: none"> <li>• Key discipline concepts</li> <li>• Creating incidents records</li> <li>• Adding participant, response, or bus information to an incident record</li> <li>• Recording suspension information</li> <li>• Recording expulsion information</li> <li>• Student detentions</li> <li>• Basic queries and reporting</li> </ul>	<ul style="list-style-type: none"> <li>• System Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct Managers</li> <li>• School Administrators</li> <li>• Level 1 Support</li> <li>• District Trainers</li> </ul>	<ul style="list-style-type: none"> <li>• Web-based Training</li> <li>• Videos</li> <li>• Train-the-Trainer</li> <li>• Self-Learning</li> </ul>	2 hours

Course Title	Course Description and Topics	Course Prerequisite(s)	Suggested Participants	Delivery Type	Class Length
<b>Grade Management</b>	<p>This course trains participants who make grade changes and manage student transcripts on all the functions that Aspen includes to aid in the grade change and reporting process, including:</p> <ul style="list-style-type: none"> <li>• Student grades menu</li> <li>• Grades by student</li> <li>• Grades by class</li> <li>• Course exclusions and GPA factors</li> <li>• GPS, class rank, and intermediate grade calculations</li> <li>• Basic queries and reporting</li> </ul> <p>This course also trains participants on how to verify grades that have been entered and print grading reports such as report cards and transcripts.</p>	<ul style="list-style-type: none"> <li>• System Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>• Counselors</li> <li>• School Administrators</li> <li>• Data Managers</li> <li>• Level 1 Support</li> <li>• District Trainers</li> </ul>	<ul style="list-style-type: none"> <li>• Web-based Training</li> <li>• Train-the-Trainer</li> <li>• Self-Learning</li> </ul>	2 hours

Course Title	Course Description and Topics	Course Prerequisite(s)	Suggested Participants	Delivery Type	Class Length
<b>Basic Gradebook</b>	<p>This course is shortened form of the Advanced Gradebook course and provides participants with the knowledge they need to effectively begin using the system, including:</p> <ul style="list-style-type: none"> <li>• Basic navigation</li> <li>• Viewing student information</li> <li>• Alerts</li> <li>• How to use the Staff view to manage posting class attendance</li> <li>• Term grades</li> <li>• Progress grades</li> <li>• Class Pages</li> <li>• Handheld Basics</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• Teachers</li> <li>• Level 1 Support</li> <li>• District Trainers</li> </ul>	<ul style="list-style-type: none"> <li>• Web-based Training</li> <li>• Train-the-Trainer</li> <li>• Videos</li> <li>• Self-Learning</li> </ul>	2 hours

Course Title	Course Description and Topics	Course Prerequisite(s)	Suggested Participants	Delivery Type	Class Length
<b>Advanced Gradebook</b>	<p>This course trains participants on all aspects of using Aspen's grade book, starting with basic navigation and attendance, including:</p> <ul style="list-style-type: none"> <li>• Basic navigation</li> <li>• Viewing student information</li> <li>• Alerts</li> <li>• Entering grades for assignments and terms</li> <li>• Creating assignments and categories</li> <li>• Managing grade scales</li> <li>• Personalizing the grade book</li> <li>• Class Pages</li> <li>• Handheld Basics</li> <li>• Basic queries and reporting</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• Teachers</li> <li>• Level 1 Support</li> <li>• District Trainers</li> </ul>	<ul style="list-style-type: none"> <li>• Web-based Training</li> <li>• Train-the-Trainer</li> <li>• Videos</li> <li>• Self-Learning</li> </ul>	3 hours

Course Title	Course Description and Topics	Course Prerequisite(s)	Suggested Participants	Delivery Type	Class Length
<b>Special Education Management</b>	<p>This course trains participants on the tools at the center of the Special Education view called workflows (such as how workflows map out the stages of the Special Education process and track students as they move through the program), including:</p> <ul style="list-style-type: none"> <li>• Workflows</li> <li>• Forms</li> <li>• Reports</li> <li>• IEPs</li> <li>• Relate Services</li> <li>• Accommodations</li> <li>• Service Delivery</li> <li>• Basic queries and reporting</li> </ul>	<ul style="list-style-type: none"> <li>• System Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>• Special Education Staff</li> <li>• School Administrators</li> <li>• Level 1 Support</li> <li>• District Trainers</li> </ul>	<ul style="list-style-type: none"> <li>• Classroom</li> <li>• Web-based Training</li> <li>• Train-the-Trainer</li> <li>• Self-Learning</li> </ul>	1 day
<b>Special Education (Teachers)</b>	<p>This course trains participants on using the Special Education view to manage students in special education, including:</p> <ul style="list-style-type: none"> <li>• Looking up student IEPs</li> <li>• Updating draft IEPs</li> <li>• Understanding workflows</li> <li>• Creating progress reports. (This session will cover a minimal amount of basic navigation.) Basic queries and reporting</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• Special Education Teachers</li> <li>• Level 1 Support</li> <li>• District Trainers</li> </ul>	<ul style="list-style-type: none"> <li>• Web-based Training</li> <li>• Train-the-Trainer</li> </ul>	3 hours

Course Title	Course Description and Topics	Course Prerequisite(s)	Suggested Participants	Delivery Type	Class Length
<b>Enrollment Management</b>	<p>This course trains participants on the management of student enrollment records and schedules and participants will learn how to manage every aspect of a student's enrollment, including registration, withdrawals, and transfers, and includes:</p> <ul style="list-style-type: none"> <li>• Student information</li> <li>• Enrollment</li> <li>• Student enrollment wizard</li> <li>• Student group management</li> <li>• Homeroom/education assignment</li> <li>• Contact list</li> <li>• Basic queries and reporting</li> </ul>	<ul style="list-style-type: none"> <li>• System Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>• Guidance Staff</li> <li>• Registrars</li> <li>• Enrollment Managers</li> <li>• Level 1 Support</li> <li>• District Trainers</li> </ul>	<ul style="list-style-type: none"> <li>▪ Web-based Training</li> <li>▪ Train-the-Trainer</li> <li>▪ Videos</li> <li>▪ Self-Learning</li> </ul>	2 hours
<b>Daily Scheduling</b>	<p>This course trains participants on the steps necessary to work with individual student schedules, including:</p> <ul style="list-style-type: none"> <li>• View student schedules</li> <li>• Add, drop, and update courses for students</li> <li>• Print student schedules</li> <li>• Basic queries and reporting</li> </ul>	<ul style="list-style-type: none"> <li>• System Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>• Guidance Staff</li> <li>• Registrars</li> <li>• Scheduling Teams</li> <li>• Level 1 Support</li> <li>• District Trainers</li> </ul>	<ul style="list-style-type: none"> <li>• Web-based Training</li> <li>• Train-the-Trainer</li> <li>• Videos</li> <li>• Self-Learning</li> </ul>	2 hours

Course Title	Course Description and Topics	Course Prerequisite(s)	Suggested Participants	Delivery Type	Class Length
<b>Basic System Reporting</b>	<p>This course trains participants on:</p> <ul style="list-style-type: none"> <li>• Standard reports</li> <li>• Frequently used reports</li> <li>• Custom report</li> <li>• Quick Report</li> <li>• User defined queries</li> </ul> <p>Aspen comes with nearly 200 standard reports. Each page in the system has a Reports menu from which participants can select context-specific reports.</p>	<ul style="list-style-type: none"> <li>• System Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>• All Aspen Users except classroom teachers</li> <li>• Level 1 Support</li> <li>• District Trainers</li> <li>• Board Office Administrators</li> </ul>	<ul style="list-style-type: none"> <li>• Web-based Training</li> <li>• Train-the-Trainer</li> <li>• Videos</li> </ul>	2 hours
<b>Advanced System Reporting</b>	<p>This course trains participants on the use of iReport as the engine for creating custom reports in Aspen, including:</p> <ul style="list-style-type: none"> <li>• iReport is open-source software which must be installed on your computer</li> <li>• Customizing reports</li> <li>• Sharing customized reports</li> </ul>	<ul style="list-style-type: none"> <li>• System Fundamentals</li> <li>• Basic System Reporting</li> </ul>	<ul style="list-style-type: none"> <li>• System Administrators</li> <li>• Level 1 Support</li> <li>• Data Analysts</li> </ul>	<ul style="list-style-type: none"> <li>• Train-the-Trainer</li> <li>• Web-based Training</li> </ul>	3 hours

Course Title	Course Description and Topics	Course Prerequisite(s)	Suggested Participants	Delivery Type	Class Length
<b>Data Exchange</b>	<p>This course trains participants on the use of Data Exchange, including:</p> <ul style="list-style-type: none"> <li>• Manual file exports and imports in multiple formats (CSV, tab-delimited, fixed-width, Excel, DBF, XML)</li> <li>• Automated file exports and imports in multiple formats</li> <li>• Automatic transfer of export/import files via FTP, FTPS, SFTP and other secure protocols</li> <li>• Plus other various methods</li> </ul>	<ul style="list-style-type: none"> <li>• System Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>• System Administrators</li> <li>• Level 1 Support</li> <li>• Data Analysts</li> </ul>	<ul style="list-style-type: none"> <li>• Train-the-Trainer</li> <li>• Web-based Training</li> </ul>	3 hours
<b>Prepare to Build School Schedule Training</b>	<p>This course trains participants who create the master schedule for their school how to prepare their school to use Aspen's master scheduler engine and covers all aspects of the preparation that goes into master schedule building (from entering student requests to assigning sections to teachers), including:</p> <ul style="list-style-type: none"> <li>• Review scheduling methodology and approach</li> <li>• Define/Create parameters for Master Schedule Builder</li> <li>• Student Course Requests</li> <li>• Basic queries and reporting</li> </ul>	<ul style="list-style-type: none"> <li>• System Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>• Scheduling Teams</li> <li>• Counselors</li> <li>• School Administrators</li> <li>• Level 1 Support</li> </ul>	<ul style="list-style-type: none"> <li>• Classroom</li> </ul>	2 days



Course Title	Course Description and Topics	Course Prerequisite(s)	Suggested Participants	Delivery Type	Class Length
<b>Build School Schedule Workshops</b>	<p>This course trains participants in a workshop with Aspen scheduling consultants on building the participant's master schedule using their live school data, including</p> <ul style="list-style-type: none"> <li>• School specific schedules issues/questions</li> <li>• Basic queries and reporting</li> </ul>	<ul style="list-style-type: none"> <li>• System Fundamentals</li> <li>• Prepare to Build School Schedule Training</li> </ul>	<ul style="list-style-type: none"> <li>• Scheduling Teams</li> <li>• Counselors</li> <li>• School Administrators</li> <li>• Level 1 Support</li> </ul>	<ul style="list-style-type: none"> <li>• Classroom</li> </ul>	3 days
<b>Service Support Tool</b>	<p>This course trains participants on Pando (the Province's and School Districts' technical and support management hub), including:</p> <ul style="list-style-type: none"> <li>• Use the Support tab to enter and track support tickets</li> <li>• Use the Events tab to track IT events happening at districts, such as Aspen training</li> <li>• Use the Tools tab to access reports and customize templates</li> <li>• Use the Admin tab to customize the Data Dictionary, manage Pando participants in districts and set up automatic notifications for supporting tickets</li> <li>• Pando User Preferences</li> <li>• Basic queries and reporting</li> </ul>	<ul style="list-style-type: none"> <li>• System Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>• Level 1 Support</li> </ul>	<ul style="list-style-type: none"> <li>• Web-based Training</li> <li>• Train-the-Trainer</li> <li>• Videos</li> <li>• Self-Learning</li> </ul>	3 hours

Course Title	Course Description and Topics	Course Prerequisite(s)	Suggested Participants	Delivery Type	Class Length
<b>Student and Parent Portal</b>	<p>This course is a basic user guide for Student and Parent participants, including:</p> <ul style="list-style-type: none"> <li>• System navigation, creating queries, using the different views, and basic knowledge of the system.</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• Students or Parents</li> </ul>	<ul style="list-style-type: none"> <li>• Quick Reference Guide</li> <li>• Self-Learning</li> </ul>	0 hours

## 2. DELIVERY STYLES AND TYPES OF TRAINING:

The following table contains a list of delivery types and descriptions that will be used by the Service Provider during the Term to deliver the courses described in Section 1 of this Exhibit. The Parties agree that there are no restrictions on the number of participants in respect of the various types of delivery types, except as expressly set out in the following table.

Delivery Type	Description
<b>Train-the-Trainer</b>	The Service Provider will provide Basic and Advanced Training delivered to District Trainers with ongoing direct support as the adoption process unfolds. The core group of highly-qualified district trainers is responsible for delivering training to all district end-users.
<b>Individual (Unique Group)</b>	The Service Provider will provide individual training to School Districts, this is typically reserved for specific functionality like School Scheduling. Also appropriate for support and uptake presentations during various Communities of Practice meetings and the like.

Delivery Type	Description
<b>Self-Learning (Knowledge Sharing)</b>	<p>The Service Provider will support self-learning by providing the following:</p> <ul style="list-style-type: none"> <li>• An online Resource Library, of British Columbia specific learning materials in various media (in English or French), e.g. User Manuals, video, reference guides;</li> <li>• User Guides available in the Contextual Help Centre within Aspen, or through links on: <ul style="list-style-type: none"> <li>• Aspen Pages and Guided Tasks; and</li> <li>• UCW or Community of Practice groups.</li> </ul> </li> </ul>
<b>Classroom Training</b>	<p>The Service Provider will provide classroom training sessions that are hands-on learning experiences conducted by experienced Service Provider trainers. For onsite training to be effective, all participants must have a dedicated computer so that they have direct access to an appropriate SIS environment. This hands-on approach has proven to be the most effective way to learn any new software package, including Aspen. Each district trainer/support personnel will attend classroom training based on their area of support within the school district, as defined by each School District's detailed training plan. Training sessions proposed are based on a maximum of 20 users per class. Classroom session lengths depend on the material being covered. At each of the classroom sessions, attendees are provided with the following documentation:</p> <ul style="list-style-type: none"> <li>• agenda for the class</li> <li>• School District pre-requisite work</li> <li>• reference guide on the topic being covered in the class</li> <li>• list of activities to be completed during the class</li> <li>• at-a-glance guides for quick reference to day-to-day practices electronic copies of these documents will be provided to each district in advance of a training session, and each School District team is responsible for printing these materials or otherwise distributing them to all training attendees. All training materials are delivered in PDF format but will be available in Microsoft Word format if requested.</li> </ul>

Delivery Type	Description
<b>Workshop Training</b>	The Service Provider will deliver workshop sessions that are designed to guide end users through the completion of specific work tasks using their own school data in a live environment. A key feature of these workshops is that users are completing these tasks under the supervision and with the assistance of Service Provider trainers, as well as School District level support staff. These sessions are critical to the successful roll-out of key functionality like school scheduling. Workshop training is also designed to provide School Districts with supplemental training sessions following School District go-live. The Service Provider trainers will collaborate with districts to determine new functional areas that are best suited to this type of training, and then to schedule workshop training for these areas and deliver the workshop training.
<b>One-on-One (Ad Hoc) Support Sessions</b>	Service Provider trainers will work directly with district trainer/support personnel, usually delivered using web based tools and conference bridge to deal with a specific support need.

**EXHIBIT 2 TO APPENDIX 1 TO SCHEDULE 2 – PART 2**  
**DATA EXCHANGE REQUIREMENTS**

<b>Data Exchange Name</b>	<b>Description</b>
Class Size Verification Report	This report provides class size counts by school for either the Current or Next school year. Warning and error messages related to the class size data are based on the business rules outline in this document. The report excludes a set of courses/classes identified by the Ministry, as well as allowing the school to select excluded courses/classes for the report.
Billings and Grant Report	On a monthly basis, processes will be invoked to generate the monthly usage fees for participating schools and identify whether grants are applicable upon a school's transition to Aspen. These processes generate financial charge entries in the database from which both current and historical reporting can be requested
Ministry Historical Marks	Retrieve the historical exam and blended marks from TRAX for a set of students and converts them to Standardized Test “records” in Aspen. This interface sends a request (a list of students) to TRAX; TRAX export the marks for those students from the TRAX database and send them to Aspen; Aspen would load them into the corresponding standardized tests.
1701 Extract	The 1701 Extract provides a process to extract 1701 data for active students at schools and format a 1701 file for import to the Ministry of Education. It also provides a report and a file to assist the school and/or district with verifying their data. Details of this report are found in 1701 Verification Report.
1701 Reports	The purpose of the 1701 reports is to allow schools to reconcile the 1701 data extracts sent to the Ministry.
1701 Verification Report	The purpose of the 1701 Verification Report is to provide users with an ability to validate 1701 extract data. It will also allow the users to verify how students are funded. In addition, the report identifies courses that were funded in a specific reporting period.
1701 Distributed Learning Extract	The 1701 Distributed Learning and Continuing Education Extract provides a process to extract 1701 data for active students at Distributed Learning (DL) and Continuing Education (CE) schools and format a 1701 file for import to the Ministry of Education.
General Data Extracts for SD41 and SD36	General Data Extracts specific for SD41 requirements.
General Data Extracts	The General Data Extract (GDE) covers the operational data needs of the districts. The GDE will provide extract files containing the specified data in an Excel-ready format. From the GDE parameter screen the user will select the extract they need, and where the file is

	to be saved to.
Student Achievement Data Exchange (SADE) Data Extract	Student Achievement Data Exchange is a Ministry of Education initiative to streamline course level achievement data collection for all grade levels from all elementary and secondary schools in the Province.
Strong Start Extract	The Strong-Start Early-Learning extract process is a regularly scheduled business event, which happens approximately two times per school year.
TRAX Exam Mark Load	The main function of TRAX is the transfer of the demographic, course and exam information between schools and the Ministry. This information is necessary for the Ministry to prepare and administer provincial exams. Schools request provincial exams by sending to the Ministry Demographic and course information. The Ministry administers the provincial exams then returns the XAM files with the exams' results. The files then are imported to Aspen.
Foundation Skills Assessment	The main function of the FSA load is to import FSA scores provided by the Province into the SIS on a yearly basis.
EARS Extract	Extract and transform the Aspen data into a dimensional model, which will then be accessible using the Ministry standard business intelligence toolset.
TRAX Marks Upload Error Report	To list the errors created by the most recent TRAX Marks Upload. By listing the cause of each error and the associated student and exam data, the user will be able to correct the data manually within the Aspen system thereby ensuring that the student records are complete.
TRAX Interface and Extracts	The exchange of TRAX data between the Ministry and the schools is required to: Administer provincial exams (external tests), Blend course grades with provincial exams scores, and create accurate transcript information and diplomas for students, for the ministry to produce transcripts of grades on behalf of schools.
Extract for Ministry of Health	This extract is a report that is run by the School Districts and provided to the Ministry of Health and provides the Ministry of Health with basic demographic student data.
PEN	PEN interface transmits a nightly extract to the Ministry PEN process for the request of new PENs for students. The Ministry PEN process returns the new PENs to the SIS.
Baragar	Extracts demographic and other information for use to be imported for the Baragar data warehousing program. This extract is run by the School Districts.
Autodialer	Extracts specific information for the purposes of being uploaded into an automatic dialing program such as Syner-voice which autodialers parents. This extract is run by the Schools or School Districts.
Years of ESL	The Years of ESL is a basic import of Years of ESL for students that are loaded into the SIS on a yearly basis.

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## **APPENDIX 2 TO SCHEDULE 2 – PART 2**

### **FUNCTIONAL REQUIREMENTS**

Subject to Exhibit 1 (Functional Requirement Refinements) to this Appendix 2, the Application will comply with each of the requirements in this Appendix on and after the Service Commencement Date.

#### **1. Introduction/Context**

The following requirements are assigned to the ‘general’ category as they are not specific to any functional area of the Application.

##### **1.1 Core Functional Requirements**

- [M001]** Provide access to a Single Student Record to all schools across all School Districts in which a student is enrolled.
- [M002]** Provide access to all student records to all schools across all School Districts in which those students are enrolled.
- [M004]** Ability to log all access and/or changes to the student record by User ID; changes include but are not limited to assessment/mark changes, incidents, individual education plans (IEPs), and other fields in the permanent student record, legal alerts, medical alerts, and schedule changes.
- [M005]** Inform all schools in which a student is enrolled that a change to the student record has been made.
- [M006]** Ability to change any dates used to define processes (e.g. learning cycles, course start and end dates, program start and end dates) based on student, class and school needs.
- [M007]** Customize data field labels and code tables to the language of the British Columbia education system, e.g. Aboriginal ID not ethnic, PEN not State number.
- [M008]** Ability to filter information by group, date, enrolment status or other category. For instance limiting the view to French immersion students course information rather than seeing all course information for all students or limiting the view to exclude withdrawn students.
- [M009]** Support for both English and French across all aspects of the system including the User interface and reporting.
- [M010]** Ability to spell check on any free form text field using a Canadian dictionary.
- [M012]** Ability to copy and paste between the SIS and other applications (e.g. Microsoft Word, learning management systems) using Unicode Standards.
- [M013]** Ability to attach documents/scanned images to a student record; for example, legal documents such as a birth certificate or visa. (Note: Not intended to be a full-scale document management solution; School Districts may pursue/integrate with their own document management systems).



- [M014] Ability to support Users in multiple time zones (e.g. to support attendance times in both the Pacific and Mountain time zones).

## **1.2 Additional Functional Requirements**

- [A002] Enforce case sensitivity on data entry only where case sensitivity is critical to system operation.
- [A003] Ability to define ad-hoc fields in each area of the Application and export this information to a spreadsheet. e.g. demographics.
- [A004] Support for languages other than English and French.
- [A005] Ability to imbed links to online (Internet) reference materials in any free-form text field. (e.g. Imbed a link to resource materials in an IEP).

## **2. School Configuration**

### **2.1 Introduction/Context**

The School Configuration functional area provides the tools to create and maintain building blocks that must be in place in order for a school and/or School District to operate.

### **2.2 Transition to New Year (Next Learning Cycle)**

#### **2.2.1 Introduction/Context**

‘Transition to New Year’ is a grouping of functions into two sets of processes – one occurring towards the end of a school year and the other occurring at the start of a new school year. Flexibility in student learning options requires more flexibility in defining learning cycles and in carrying information forward from one learning cycle to the next. Students in DL schools typically follow a more continuous entry model and ideally would be excluded from traditional year-end processing.

Because this functional area is a grouping of functions, there may be overlap in the listed requirements with other requirements in other functional areas (especially Scheduling).

#### **2.2.2 Core Functional Requirements**

- [M015] Accommodate more than one school curriculum organization (education delivery model) (e.g. courses and curriculum for pre-K-12, DL, Alternate and Continuous Entry schools, linear, semester and term courses).
- [M016] Ability to transition to a new school year or learning cycle at the Enterprise, School District or school level by education delivery model without affecting other education delivery models.
- [M017] Transitioning to a new year or learning cycle should be able to be done in a timely and efficient manner taking no more than a few hours.

### 2.2.2.1 School Year (Learning Cycle) End Processes

- [M018] Ability to copy all setup information for a school from the current year to the next year, with selected attributes.
- [M019] Identify all students who are leaving a school and their reason for leaving. (e.g. withdrawal, moving to a new school, graduating etc.)
- [M020] Ability to exclude students or groups of students from the year end process.
- [M021] Maintain a leaving student as a current student until their leaving date, while concurrently the receiving school has the student as an incoming student.
- [M022] Create students' homerooms, classes and programs for a new year.
- [M023] Set up a defined learning cycle for multiple education delivery models with start and end dates.
- [M024] Dates used to set up the learning cycle should be able to be easily changed without affecting the cycle. (e.g. Two weeks into the first semester, a school decides to change from a two-semester to a 3-term learning cycle).
- [M025] Create multiple school schedules for the next learning cycle, including semesters and terms, for multiple education delivery models.
- [M026] Create multiple school calendars within a learning cycle for multiple education delivery models and/or for multiple groups of students within an education delivery model.
- [M027] Create multiple schedule templates for the next learning cycle consisting of the number of periods in a day, number of days in a cycle, and assignment of alpha or numeric block codes to meeting patterns.
- [M028] Assign and mass assign students to a new grade, homeroom, class, program, school and/or School District at any time for next learning cycle without affecting current learning cycle.
- [M029] Ability to automatically move students to their next learning level; (e.g. Grade 3 to Grade 4 or Grade 12 to graduated based on business rules during the year end process).
- [M030] Ability for students to carry forward unfinished courses with all relevant course attributes including but not limited to in-progress marks, comments, assignments, active date and attendance to the next learning cycle.
- [M031] Assign staff to schools, students, homerooms, classes, teams, groups and programs for the next learning cycle without affecting current learning cycle.
- [M032] Allow a school to calculate potential enrolment for the next school year/learning cycle based on students who are new, leaving, or staying.
- [M033] Ability to globally assign students to a staff member by grade (level), demographics, or scheduling data.
- [M034] Ability to visually identify which learning cycle the User is working in (i.e. current cycle or future cycle).

### **2.2.2.2 School Year (Learning Cycle) Start Up Processes**

- [M035] Ability to activate the new year (learning cycle) calendars as current calendars.
- [M036] Ability to activate new year (learning cycle) homerooms as current homerooms.
- [M037] Allow different start dates for different students in a school. (e.g. based on beginning of the learning cycle, beginning of a course, course completion percentage).
- [M038] Ability to assign or mass assign students to a homeroom (or to multiple homerooms) based on grade, current homeroom assignment, scheduled class list, alphabetically, or randomly.
- [M039] Link a homeroom to a teacher or to multiple teachers.
- [M040] Ability to assign a room to a homeroom.

### **2.2.3 Additional Functional Requirements**

- [A006] Ability to automatically assign next level of course/learning activity when a course is complete.

## **2.3 Courses**

### **2.3.1 Introduction/Context**

This functional area addresses maintenance of directories of available courses at the Ministry and School District levels from which schools may establish their course offerings. Historically, courses have been defined to include a collection of learning outcomes. As School Districts and the Ministry move towards more Personalized Learning, course definitions will likely be focused on learning standards (rather than outcomes) and may also be required to include ‘big ideas’ and other assessable items (see Section 5.2, Assessment, for more discussion of assessable items). Note also that courses may or may not be scheduled.

### **2.3.2 Core Functional Requirements**

#### **2.3.2.1 School District Courses**

- [M041] Maintain a central course directory. Record and provide Ministry course codes in a central course directory administered at the Enterprise level. Course codes are used in processes such as graduation verification, identification of out of School District credit courses, identifying validity of courses for a specified time period, and identifying credit restrictions for a course.
- [M042] Select the courses offered by a School District from the central course directory.
- [M043] Ability to maintain multiple course attributes. Attributes include (but are not limited to) required and elective courses, subject areas, number of credits, grade level, how taken, school type, curriculum organization type (education delivery model), exam type, and course type.

[M044] Ability to group courses by course type, grade (level), or department.

### **2.3.2.2 School Specific Course Information**

[M045] Select the courses offered by a school from the School District course directory.

[M046] Add school specific attributes to the courses selected that are available for the school (e.g. course descriptive name and narrative, credit value, external credit, challenged, exam required, etc.). Ensure school-specific course attributes are available in all User views including via the student/Parent portal.

[M047] Ability to add charges or fees to a course.

[M048] Ability to create courses with associated pre-requisites, co-requisites and anti-requisites. Allow the order in which courses are scheduled to be specified. (e.g. Math 10 would require a pre-requisite of Math 9, Physics 11 may need a pre-requisite of Physics 10 and a co-requisite of Math 11). Note: This function is required for scheduling purposes only; technically, there are no pre-requisite courses in BC.

[M049] Ability to assign multiple learning standards to a course from a bank of learning standards.

[M050] Ability to link a course to other courses (e.g. an independent directed studies course linked to English and Science).

[M051] Ability to link a course with an external exam so the exam mark can be added. For example, provincially required exams which are externally marked with the resulting marks uploaded to the system at specified times.

[M052] Ability to create exams to attach to courses and assign session dates to an exam.

[M053] Ability to group and mass update or automatically assign course attributes. (e.g. update class size or automatically assign and exam session date).

[M054] Indicate the course staffing requirement, allowing multiple teachers for a course.

[M055] Allow temporary teachers to be attached to a course. (e.g. long term teachers on call and student teachers).

[M056] Ability for a course to begin and end outside of the regular school schedule and learning cycle (school year).

[M057] Ability for a student to be concurrently enrolled in courses in multiple education delivery models within a school or multiple schools.

[M058] Ability to enter and mass assign active date, % complete and completion dates for multiple students' courses.

[M059] Ability to list and review all courses that a student is enrolled in from all schools.

### **2.3.3 Additional Functional Requirements**

[A007] Ability to link course, marks, learning standards and class information to a learning management system.

### 2.3.4 Data Requirements

**Note** – The data requirements listed below and in all other ‘Data Requirements’ sections of this document include a representative sample of data elements required for the corresponding functional area. They are not meant to represent a comprehensive or final list of data elements and are provided for information purposes only. It is anticipated that data elements marked with an asterisk (‘\*’) will need to be supported by a list of values.

#### Data Requirements

- |                               |   |                               |
|-------------------------------|---|-------------------------------|
| • Artificial Course *         | • Short Text for course                 | • Program code(s) *           |
| • Master Course Name *        | • School name for course                | • Program sub codes(s) *      |
| • Corequisite(s) *            | • Grade Level *                         | • Room Type *                 |
| • Anti-requisite              | • Hours of instruction                  | • Scheduling Priority *       |
| • Course Grouping *           | • Include in GPA *                      | • Balancing Code(s) *         |
| • Course ID                   | • Include in Honour Roll *              | • Gender Restriction *        |
| • Course Sub grouping *       | • Include on permanent student record * | • Subject area *              |
| • Credits                     | • Date course is closed                 | • Supply requirements code *  |
| • Department                  | • Ministry course code *                | • Funding Code *              |
| • External/Internal Indicator | • Option number                         | • Include in class averaging* |
| • Date course is valid        | • Prerequisite(s) *                     |                               |
| • Full Text for course        |   |                               |

#### Additional Data Requirements

- |                                |   |   |
|--------------------------------|---|---|
| • Calculated Final Course Mark | • Calculated Final Course Mark including provincial exams | • Calculation used to generate final mark |
|                                |   | • Staffing Requirement *                  |

## 2.4 Staff

### 2.4.1 Introduction/Context

The Staff functional area provides mechanisms to create and maintain demographic information about staff, especially teachers, needed for school operations. Some information about the teacher and related areas of expertise may be maintained but this function is not intended to replace the need for separate human resources systems and/or processes in the School Districts.

### 2.4.2 Core Functional Requirements

**[M061]** Record basic demographic information including e-mail address.

**[M062]** Determine staff status based on start and end dates in school. Staff records are retained within a School District for inactive staff, can be reactivated by date.

- [M063] Staff members should have a unique ID assigned by the School District and staff records can be shared between schools.
- [M064] Ability to assign staff to multiple classes, homerooms, schools within a School District.
- [M065] Ability to link staff to a specific room.
- [M066] Ability to mass update specific staff attributes and delete (de-activate) staff records.
- [M067] Ability to assign staff to multiple education delivery models within the same school and School District e.g. elementary model, course based model and Distributed Learning.
- [M068] Ability to have temporary staff (e.g. teachers on call, education assistants, and student teachers made active based on start and end dates in school.
- [M069] Ability to assign temporary staff to multiple teachers and/or multiple classes.

### 2.4.3 Additional Functional Requirements

- [A008] Ability to maintain a single staff record at the School District level with staff assigned to schools within that School District.

### 2.4.4 Data Requirements

#### Data Requirements

- |  |                   |                             |
|--|-------------------|-----------------------------|
| • Address  | • Payroll ID      | • Start Date                |
| • Email address(es)                                | • Staff ID        | • End Date                  |
| • First name                                       | • Staff type *    | • Position(s)               |
| • Schedule Full Time Equivalent (FTE) (calculated) | • Surname         | • Emergency contact         |
| • Manual FTE                                       | • Title           | • School(s)*                |
| • Hours of work                                    | • Phone number(s) | • Grade(s) for scheduling * |
|  | • Department(s) * |                             |
|  | • Teacher Number  |                             |

#### Additional Data Requirements

- |                 |                              |                     |
|-----------------|------------------------------|---------------------|
| • Photograph    | • Course(s) for Scheduling * | • Maximum Period(s) |
| • Work Schedule | • Preferred Room(s)*         | • Period(s) *       |
|                 |                              | • Prep Time         |

## 2.5 Facilities

### 2.5.1 Introduction/Context

This functional area provides mechanisms to create and maintain information about rooms and lockers available in a school.

## **2.5.2 Core Functional Requirements**

### **2.5.2.1 Rooms and locations**

- [M070] Record site/area, room number, capacity, accessibility for Special Education students, and room type.
- [M071] Ability to activate and end date rooms and identify rooms that are active in the current or a future time period.

### **2.5.2.2 Lockers**

- [M072] Ability to record locker numbers, lock serial numbers, lock combinations, location and availability of locks and lockers.
- [M073] Ability to assign lockers to students individually, by groups, or by homeroom based on various criteria.
- [M074] Ability to carry locker assignments forward from year to year.
- [M075] Ability to assign locks to lockers.
- [M076] Ability to mass assign lockers and lock combinations to groups of students by class, grade (level), homeroom or defined group.

## **2.5.3 Additional Functional Requirements**

- [A011] Ability to upload locker information and lock combinations electronically.

## **2.5.4 Data Requirements**

### **Data Requirements**

- |                         |                        |                      |
|-------------------------|------------------------|----------------------|
| • Room Capacity         | • Room Type*           | • Locker Location    |
| • Room Description      | • Room Phone number    | • Lock Serial Number |
| • Room Site             | • Room Comment         | • Lock Combination   |
| • Room Location in site | • Locker Number        |                      |
| • Room number           | • Locker Serial Number |                      |

## **2.6 School District and School Information**

### **2.6.1 Introduction/Context**

This functional area provides mechanisms to maintain basic demographic information about School Districts and schools (name, physical address, etc.) and about key resources in those School Districts and schools (superintendents and principals).

## 2.6.2 Core Functional Requirements

- [M077] Record basic demographic information for a School District and school. Examples include School District name, address, superintendent, and Ministry number.
- [M078] Record basic demographic information for a school.
- [M079] Ability to assign multiple schools to a single physical facility.
- [M080] Ability to assign multiple physical facilities and/or locations to a single school.
- [M081] Ability for a school to have multiple education delivery models.
- [M082] Ability to define departments and link them to courses and staff.
- [M083] Ability to create an extract of changes to demographic information for School District and school contacts in order to automatically update Ministry centralized contact lists (currently maintained in the Internet Master Contact List on the Ministry's Student Level Data (SLD) application).

## 2.6.3 Additional Functional Requirements

- [A012] Record school groupings or zones.
- [A013] Ability to store School District and school logo for use on reports.
- [A014] Ability to store and use custom logos for various reports at the school and teacher/classroom level
- [A015] Ability to assign multiple schools to a catchment area.
- [A016] Ability to record school catchment demographics.

## 2.6.4 Data Requirements

### Data Requirements

- |                                 |                                 |                         |
|---------------------------------|---------------------------------|-------------------------|
| • Unique School Code            | • Fax Number                    | • Facility Address      |
| • Calendar(s)                   | • School Category *             | • Facility Location     |
| • Curriculum Org.               | • Ministry Code *               | • Facility Code *       |
| • Type(s) *                     | • Phone Number                  | • Contact Email address |
| • School District Area (zone) * | • Principal *                   | • Catchment             |
| • School Name                   | • School Type *                 | • Demographics          |
| • School Program(s) *           | • Schools Feed by this School * |                         |

### Additional Data Requirements

- |                      |               |
|----------------------|---------------|
| • Hours of Operation | • Website URL |
|----------------------|---------------|

## 2.7 Codes and Types.



### **2.7.1 Introduction/Context**

This section contains core requirements common to all codes and types and limited samples of various codes and types required. As noted earlier, all data requirements flagged with an asterisk (\*) should be supported by a list of values. Each list of values represents a code table and a standard mechanism should be developed for the maintenance of any code table. The sample codes provided in this section are not meant to be a comprehensive list of all required code tables.

### **2.7.2 Core Functional Requirements**

- [M084] Ability to maintain codes at the Enterprise, School District, and school levels. Enterprise codes may be utilized at the School District or school levels but may not be changed at the School District or school level. District codes may be utilized at the school level but may not be changed at the school level. (Determination of which codes are to be maintained at what level is a design and/or implementation phase activity.)
- [M085] Changing or deactivating a code value should not change historical data.
- [M086] Ability to create sub-types under a type to further define the type.

### **2.7.3 Sample Codes**

#### **2.7.3.1 Absence Codes**

- [M087] Create and maintain a list of Absence Codes. Absence Codes may be designated as School District, school, or Ministry to facilitate reporting student information by absence codes in Standard Reports.
- [M088] Include reason codes for each Absence Code.

#### **2.7.3.2 Aboriginal Codes**

- [M089] Create and maintain Aboriginal codes. Examples include aboriginal ancestry, band of residence, status - on reserve, and status - off reserve. Aboriginal identification must be made on a voluntary basis and must not be tied to ethnicity functionality.

#### **2.7.3.3 Graduation Verification Types**

- [M090] Create and maintain graduation verification types and a set of rules applicable to the type. Examples of verification types are Dogwood, Non Grad, Adult Grad, and School Completion Certificate.

#### **2.7.3.4 Mark Codes**

- [M091] Create and maintain mark codes as letter grades or codes. For example, primary (K-3) codes used to describe achievement based on provincial performance standards. For example, 'meets expectations'.

[M092] Maintain the association of letter grades with percentages according to an Enterprise standard. The percentages for a letter grade may be a range.

[M093] Assign course types for which this mark code is available.

#### **2.7.3.5 Comment Codes**

[M094] Create and maintain comment codes.

[M095] Display complete comment text during data entry.

[M096] View and select comments by their functional context throughout the system. For example, report card and assessment outcome comments.

#### **2.7.3.6 Assessment Types**

[M097] Create and maintain assessment types.

#### **2.7.3.7 Assessment Outcome Codes**

[M098] Create and maintain outcome codes.

#### **2.7.3.8 School Types**

[M099] Create and maintain school types.

#### **2.7.3.9 Work Habit or Affective Domain Codes**

[M100] Create and maintain work habit codes. For example, Satisfactory and Unsatisfactory. The codes may be designated as specific to a school or a school board.

[M101] Create and maintain Affective Domain codes. (e.g. Academic, Behavioral, Social/Emotional).

[M102] Attach a weight to the code. The weight may be used to determine if a student will meet the requirements for obtaining an effort honour roll designation.

#### **2.7.3.10 FTE Codes**

[M103] Create and maintain FTE codes including the description of the associated rule based on age, half/full day, number of courses, student types or any combination.

#### **2.7.3.11 Medical Codes**

[M104] Create and maintain medical codes in medical categories including a description and medical alert status.

#### **2.7.3.12 Curriculum Organization Types**

[M105] Create and maintain curriculum organization types. For example, linear, semester, quarterly, continuous entry, self-paced, and shift.

#### **2.7.3.13 Fee Types**

[M106] Create and maintain fee types and any rules to be applied when calculating the charge.

#### **2.7.3.14 Grade Levels**

[M107] Create and maintain grade level codes and their progression.

[M108] Create and maintain a cross reference of the grade levels assigned by the School District and the grade levels assigned by the Ministry.

#### **2.7.3.15 Grade Levels**

[M109] Create and maintain Special Education eligibility categories. See <http://www.bced.gov.bc.ca/specialed/ppandg.htm> Section E for a description of these categories.

### **2.8 Programs & Groups**

#### **2.8.1 Introduction/Context**

This functional area provides mechanisms to define, report on and work with groupings of students. A 'group' is defined as a collection of students to be tracked for organizational and/or reporting purposes. A 'program' is a group (collection of students) receiving a particular service – i.e. a program is simply a special type of group.

#### **2.8.2 Core Functional Requirements**

[M110] Ability to maintain groups at the Enterprise, School District, and school levels. Groups may be defined by any demographic or attendance data. Examples of groups include hockey teams, chess clubs, and stamp collecting.

[M111] Ability to maintain programs at the Enterprise, School District, and school levels.

[M112] Ability to record program demographic information. For example, schools at which a program is offered, courses in a program, criteria for admission to a program.

[M113] Ability to assign a student to multiple groups and programs.

[M114] Ability to allow a group assignment to move or not move when a student changes schools.

[M115] Ability to assign one or more staff to a group.

[M116] Ability to create groups based on the results of a query.

### **3. Enrolment**

### **3.1 Introduction/Context**

The Enrolment functional area determines how students are (or have been or are expected to be) admitted to or enrolled in schools for any period of time. This area provides the ability to capture and track comprehensive individual student information for the purposes of tracking student progress and movement between schools, monitoring enrolment trends in programs and determining students for funding purposes. Student demographic information is also captured and maintained through this functional area throughout a student's educational career. Note that a student may be enrolled in multiple schools in multiple School Districts concurrently and is generally expected to be enrolled in multiple schools and/or School Districts (not necessarily concurrently) as that student progresses through the educational life cycle.

### **3.2 Student Admission/Withdrawal**

#### **3.2.1 Core Functional Requirements**

- [M117]** Ability to admit a student to a school or to multiple schools simultaneously.
- [M118]** Ability to withdraw a student from a school or from multiple schools.
- [M119]** Ability to search for and display existing enrolments of a student in another school for the purpose of admitting that student to the school from which the search is conducted.
- [M120]** Ability to exclude a student from a search for and display of existing enrolments for the purpose of admitting that student to the school from which the search is conducted (e.g. for students in provincial resource programs such as transition houses, youth custody centers, etc.)
- [M121]** Ability for all schools in which a student is enrolled to view basic contact information for each school in which that student is enrolled.
- [M122]** Ability to automatically assign a unique system identifier to a new student that is different than the Ministry assigned PEN (Personal Education Number)
- [M123]** Ability to automatically assign a Ministry assigned PEN to students new to the BC education system. PEN is supplied by the Ministry of Education at the provincial (Enterprise) level via a nightly upload based on a to-be-established automated procedure.
- [M124]** Retain existing PEN and BCeSIS assigned student identifiers when converting student data from BCeSIS to the new SIS.
- [M125]** Ability for a student to be admitted and enrolled concurrently in multiple School Districts, schools, grades and school types (education delivery models) e.g. DL, CE, French Immersion, K-12, Elementary School, Middle School, Secondary School.
- [M126]** Inform all schools in which a student is enrolled when a student is admitted to a new school.
- [M127]** Provide a clear visual indicator when a student is admitted or enrolled in multiple schools including a mechanism to easily access the names of those schools.

- [M128]** Ability to admit a student to a school but to postpone enrolment of the student until a specified date or event. (e.g. start date of a course or percentage of a course completed).
- [M129]** Ability to assign admitted (but not enrolled) students to courses, programs, groups and homerooms, etc.
- [M130]** Ability to distinguish between admitted students and enrolled students (e.g. on reports).
- [M131]** Ability to identify the school of record. Only one school can be the school of record. School of record may be student selected or based on business rules (e.g. school at which a student is enrolled in highest percentage of courses).
- [M132]** Ability to indicate when a student is enrolled in a school that is not in the SIS. This school may also need to be identified as the school of record.
- [M133]** Ability to transfer one or multiple students to another School District, school or schools.
- [M134]** Ability to withdraw a student from a program but not withdraw that student from the school. Maintain program withdrawal history. (e.g. withdraw a student from a Student Services program or an English language learning (ELL) program).
- [M135]** Ability to withdraw a student from an education delivery model but not withdraw that student from the school. Maintain education delivery model withdrawal history.
- [M136]** Ability to un-enroll a student from a school or course based on date (e.g. end of school year/learning cycle) or event (e.g. completion of course), without withdrawing the student.
- [M137]** Ability to enter a future enrolment or withdrawal date for a student without impacting normal processes that occur prior to the enrolment or withdrawal date. Student status should be automatically updated when the future date is reached.
- [M138]** Ability to do a pre-admission query for students transferring into a School District. Within appropriate privacy controls, provide access to a to-be-determined limited information set – (e.g. Learning Plans, achievement history, attendance, incidents).
- [M139]** Ability for a potential student to complete admission forms online (especially for adult education students).

### **3.2.2 Additional Functional Requirements**

- [A017]** When withdrawing a student from a school, provide an option to maintain historic class school.
- [A018]** Ability to change records with school-of-record permission and school-of-record acceptance of change.
- [A019]** Ability to maintain a waitlist of students waiting to be registered in a school, on a school board list (for schools or programs e.g. French Immersion) or a school list

(for courses), including a comment area to record reasons for accessing the school and/or program and/or course.

- [A020] Capture the outcome of whether the waitlist request was fulfilled. Online access to check status, (toggle on off).
- [A021] Attach a priority to a wait-listed student.
- [A022] Ability to customise admission and/or registration forms (online and paper) for School District needs.
- [A027] Send a request to another school for the release of a student.
- [A028] Ability to assign multiple admission and/or withdrawal codes to a student.

### 3.2.3 Data Requirements

#### Data Requirements

<ul style="list-style-type: none"> <li>• School Calendar Using for Admission *</li> <li>• Admission Code *</li> <li>• Admission date</li> <li>• Admitted to School *</li> <li>• Admitted to Program *</li> <li>• Admission File Received date</li> <li>• Admission grade *</li> <li>• Admission program(s) *</li> <li>• Admitted from School *</li> <li>• Admitted from Program(s) *</li> <li>• Date Transferred</li> </ul>	<ul style="list-style-type: none"> <li>• School Board *</li> <li>• Ministry PEN number</li> <li>• In/out of Dist. or Catchment *</li> <li>• School of Record *</li> <li>• Transfer to school *</li> <li>• Transfer from program *</li> <li>• Withdrawal Reason Code *</li> <li>• Withdrawal from program(s) date(s)</li> <li>• Withdrawal from school date</li> <li>• Withdrawal file sent date</li> </ul>	<ul style="list-style-type: none"> <li>• Date file requested</li> <li>• Current School *</li> <li>• Waitlist Outcome *</li> <li>• Waitlist Reason *</li> <li>• School year *</li> <li>• Waitlist grade *</li> <li>• Waitlist program *</li> <li>• Waitlist school *</li> <li>• Waitlist date</li> <li>• Waitlist Time</li> <li>• Comment</li> <li>• Waitlist priority *</li> <li>• Active date</li> </ul>
---	--	---

### 3.3 Student Demographics

#### 3.3.1 Core Functional Requirements

##### 3.3.1.1 Basic Student Demographics

- [M140] Record basic demographic information for a student.
- [M141] Ability to maintain multiple addresses and contacts for each student. (e.g. Mailing address, living address, address and contact information for afterschool care. Address and contact information should be viewable by all schools in which the student is enrolled and maintainable by the school of record).

- [M142] Ability to categorize addresses (e.g. primary mailing address, current living address, etc.).
- [M143] Ability to accommodate international addresses. For example, Korean or European address fields.
- [M144] Ability to maintain and identify multiple phone numbers for a student or contact, including International phone numbers.
- [M145] Designate phone numbers as private (not to be printed or shared) or public.
- [M146] Designate e-mail addresses as private (not to be printed or shared) or public.
- [M147] Ability to identify multiple student types for a student. Examples of student types include International and ELL.
- [M148] Ability to specify multiple student alerts and comments for the alerts and to display the alerts on any student information screen. For example, medical and contact alerts.
- [M149] Ability to drill down into an alert to find information relevant to that alert.
- [M150] Ability to import and display a student photograph using an industry standard format.
- [M151] Ability to record the catchment area the student lives in and have an indicator for students who are enrolled outside of their catchment area
- [M152] Ability to search for a student by any combination of usual names, legal names, birth date, pupil number and PEN and on any portion of these fields.
- [M153] Ability for Users to alert office staff to update information that is out of date or incorrect. (note to office)
- [M155] Ability to maintain a list of documents in a student's official file (inclusions).
- [M156] On admission the admissions User should be led through the required screens for basic information, required fields and fields that need updating. (e.g. Legal Names, Birthdate, enrolled programs, etc.
- [M157] Ability to associate siblings with a student within a school. When a student record is identified as the sibling of an existing student, the appropriate address and contact information should be defaulted from the existing student with the option to override the default values to take into account exceptional circumstances..
- [M158] Ability to designate one sibling within a school as the family contact for lists and mailings to avoid distributing duplicate mailings and handouts.

### **3.3.1.2 Medical**

- [M159] Record general medical information, including a medical emergency plan
- [M160] Display the student's doctor contact information with the medical information.
- [M161] Trigger an alert for life threatening medical conditions.

- [M162] Ability to enter an informational medical alert for non-life threatening medical conditions. This should be indicated differently than a life threatening medical alert.
- [M163] Ensure essential alerts (e.g. life threatening allergies) are conspicuously flagged on all student detail screens (not buried in the demographic information).
- [M164] Ability to record the physical location of medications and/or equipment related to medical alerts (e.g. epi-pens, inhalers, located in student locker, in student desk, in student backpack, attached to student belt, etc.).

### **3.3.1.3 Contact**

- [M165] Ability to record student contact information. There may be multiple contacts including Parents, grandparents, caregivers, doctors, social workers, probation officers etc.
- [M166] Ability to indicate a primary contact and set the order of importance for each.
- [M167] Ability to indicate which of multiple contacts is to receive information from the school. (e.g. by mail, e-mail or other method).
- [M168] Descriptions regarding contact relationships must be consistent with other provincial legislation. (e.g. *School Act*, *Family Relations Act*, etc.).
- [M169] Ability to maintain multiple emergency contacts and identify type (e.g. natural disaster contact, out-of-School-District contact).
- [M170] Record individuals who must not be in contact with the student. Display an alert for non-contact when viewing related student information.
- [M171] Specify who the student lives with and who has guardianship. Generate an alert if required.
- [M172] Specify if there are any legal orders on file and generate an alert if required.
- [M173] Link a single contact record with multiple students.
- [M174] Search for a contact.

### **3.3.1.4 Information Specific to Different Student Types**

- [M175] Ability to maintain demographic information that is specific to international students and immigrants. For example, immigration number, visa number and immigration status, citizenship, country of birth, normal country of residence, valid from and to dates for visas, expiry date.
- [M176] Ability to maintain demographic information that is specific to Aboriginal students (not ethnicity information). For example, ancestry funding code, status number, nominal role, band of residence, 'address on reserve verified' check box, aboriginal educational assistant contact hours.
- [M177] Ability to maintain information pertaining to Special Education students and assign a Special Education eligibility category to a student of that type.



- [M178] Ability to flag a student who is designated with a Special Education eligibility category.
- [M179] Ability to flag a student who is a rights holder under Section 23 of the *Charter of Rights and Freedoms* (i.e. a Francophone student).
- [M180] Ability to include or exclude different sub types of designated students from functions and reports. (e.g. Do not count gifted students but count learning disabled students as an attribute for class scheduling).
- [M181] Ability to maintain information pertaining to ELL students. This will include the number of years a student has received ELL services and/or funding, the number of years a student required ELL support, the type of services received, and the language levels attained in oral reading and writing categories.
- [M182] Provide School District-wide views of students based on student types. (e.g. provide a view of all International or Special Education students in the School District).

### 3.3.1.5 Other

- [M183] Assign a student to a bus and/or bus route and create a list of students on each bus for each school.
- [M184] Ability to hide a student from queries outside their school or School District (e.g. when student is in correction center or transition house)
- [M185] Ability to record information about individuals who perform volunteer work at a school.
- [M186] Record information about afterschool care or alternate pickup arrangements. (e.g. student is picked up by daycare bus on Mondays and walks to a neighbourhood afterschool program the rest of the week).
- [M187] Record permissions for a student. For example, attending field trips, providing information and/or photos to outside groups, immunizations, permission to ride bike to school.

### 3.3.2 Additional Functional Requirements

- [A029] When changes are made to basic demographic information appropriate sibling, Parent and contact information can optionally be automatically updated.
- [A030] Ability to store international phone numbers.
- [A031] Display a calculated age field.
- [A032] Ability to verify addresses on entry based on an automated address verification mechanism.
- [A033] Ability to choose address verification at the School District level.
- [A034] Ability to maintain medical history.

- [A035] Ability for staff involved with a student to contact other staff similarly involved, both past and current.
- [A036] Ability to enter multiple medical professionals and service providers. (e.g. may be associated with a student IEP but may also be recorded for students without IEPs).
- [A037] Ability to record multiple busses and bus stops for students (e.g. different AM and PM buses and/or stops).
- [A038] Allow online registration for busing.
- [A039] Record vehicle license numbers for students and staff.
- [A040] Record student and staff parking space information.
- [A041] Ability to store any legal documents from student file in electronic format.
- [A042] Ability to record past educational experience for a student.

### 3.3.3 Data Requirements

#### Data Requirements

- |                                       |  |   |
|---------------------------------------|--|---|
| • Address(es)                         | • Graduation Date                                | • Citizenship *                         |
| • Email address                       | • Graduation Rule *                              | • Language Spoken in Home *             |
| • Birth date                          | • Locker Number *                                | • Ministry Special Education Category * |
| • Birth date verification document id | • New year homeroom *                            | • Ministry Student ID (PEN)             |
| • Birth date Verified by Code *       | • Phone(s)                                       | • Number of College Courses             |
| • Care card number                    | • Scheduling Priority *                          | • Number of other Courses               |
| • Care card number auth. *            | • School year *                                  | • Number of courses                     |
| • Counsellor Name *                   | • Gender *                                       | • Program code(s) *                     |
| • Assigned Staff (multiple)           | • Guardian Type *                                | • Program Type(s) *                     |
| • Homeroom *                          | • Sibling(s)                                     | • Late arrival time                     |
| • Middle Name Indicator *             | • Student Enrolment Status *                     | • Early dismissal time                  |
| • Usual first name                    | • Student sub-type (refer to code table) *       | • Alert type(s) *                       |
| • Usual middle name                   | • Student type(s) (refer to code table) *        | • Medical Code(s) *                     |
| • Usual surname                       | • Student waiting for scheduling *               | • Medical -Allergy date                 |
| • Legal middle name                   | • Funding Program(s) and years in which funded * | • Medical -Comments                     |
| • Legal first name                    | • Birth Country *                                | • Medical Category(ies) *               |
| • Legal surname                       | • Birth Province *                               | • Medical -Condition date               |
| • Grade *                             |  |   |

- |   |   |   |
|---|---|---|
| <ul style="list-style-type: none"> <li>• Medical -Immunization date</li> <li>• Medical -Medication *</li> <li>• Medical -Special Instructions</li> <li>• Medical -Life Threatening (per condition) *</li> <li>• Medical exclusion *</li> <li>• Medical exclusion start date</li> <li>• Medical exclusion end date</li> <li>• Contact – Phone number(s) context chosen</li> <li>• Contact - Contact type *</li> <li>• Contact - Contact subtype *</li> </ul> | <ul style="list-style-type: none"> <li>• Contact - name</li> <li>• Contact - title</li> <li>• Contact - Types of Contact Allowed *</li> <li>• Contact - Custody Alert required *</li> <li>• Contact – Alert comment</li> <li>• Contact - Email address</li> <li>• Contact – Phone(s)</li> <li>• Contact – Address</li> <li>• Contact – Valid Dates</li> <li>• Immigration - Number</li> <li>• Immigration – Code *</li> <li>• Immigration - Date of Entry</li> <li>• Immigration - Visa Status *</li> <li>• Immigration - Visa Expiry Date</li> </ul> | <ul style="list-style-type: none"> <li>• Immigration - Exit Date</li> <li>• Immigration – Status *</li> <li>• Immigration – Passport Number</li> <li>• Immigration – Visa Number</li> <li>• Work Experience Completion Status *</li> <li>• Work Experience Completion Date</li> <li>• Work Experience Number of Hours</li> <li>• Student Photograph</li> <li>• Catchment Area *</li> <li>• Date student entered grade eleven</li> <li>• Date student entered grade eight</li> </ul> |
|---|---|---|

#### Additional Data Requirements

- |  |   |  |
|--|---|--|
| <ul style="list-style-type: none"> <li>• Student permission response</li> <li>• Student permission type(s)</li> <li>• Academic Goal</li> <li>• Bus Route(s)</li> <li>• Bus Pickup Time</li> <li>• Bus Drop Off Time</li> <li>• Wheel Chair Accessibility Required</li> <li>• Voluntary Criminal Record Check</li> <li>• Voluntary Criminal Record Check Date</li> <li>• Driver Abstract</li> <li>• Driver Abstract Date</li> </ul> | <ul style="list-style-type: none"> <li>• Aboriginal Band Code *</li> <li>• Aboriginal Status *</li> <li>• Type of Service *</li> <li>• Sub type of Service *</li> <li>• Service Start date</li> <li>• Service End date</li> <li>• Service Comment</li> <li>• % of time integrated for Special Programs</li> <li>• International – Medical Paid *</li> <li>• Home stay – Others in family</li> <li>• Home stay Application Date</li> </ul> | <ul style="list-style-type: none"> <li>• Home stay Reference(s)</li> <li>• Home stay Criminal Record Check</li> <li>• Home stay Orientation Date</li> <li>• Extra ELL support required &amp; received *</li> <li>• Extra ELL support required &amp; not received *</li> <li>• ELL Support Level *</li> <li>• Years of ELL</li> <li>• Department of Indian Affairs number</li> <li>• Aboriginal staff assigned *</li> </ul> |
|--|---|--|

#### 4. Scheduling

## **4.1 Introduction/Context**

There are two ultimate products of the scheduling process: (1) A school timetable indicating what courses/classes are being taught at what times in what rooms by what teachers and (2) Student timetables indicating for each student what courses they are taking, when, where and with what teacher. Note that not all activities must be scheduled.

## **4.2 Course Scheduling**

### **4.2.1 Introduction/Context**

Course scheduling is a multi-step process focused on providing students with the required and elective courses they need to fulfill their learning objectives. First, a school determines what courses it may offer in the upcoming school year/learning cycle. Students then request which courses they want to take in the upcoming year. Then the school timetable is constructed based on student requests and limited by available teaching and facilities resources. The process concludes by assigning students to classes (i.e. by populating the school timetable with actual students) and producing student schedules. Note that the requirements associated with the production of student schedules will be applied at the ‘mass’ level when student schedules are being built for the entire school population (generally in advance of the next learning cycle) and at the ‘individual’ level when managing student requests for course changes during the current learning cycle.

### **4.2.2 Core Functional Requirements**

#### **4.2.2.1 Student Course Requests**

- [M188]** Provide a filtered list of courses (including course descriptions) available to a student for a given school, based on grade level, grad requirements, student learning plan, etc.
- [M189]** Ability for a student to select courses either on-line or via a paper form from a school course listing.
- [M190]** Ability to open and close the course selection process by date or manually.
- [M191]** Ability to list and review all courses that a student has selected for a school.
- [M192]** Ability to indicate that review of a student’s course selections has been completed.
- [M193]** Ability to mass assign or un-assign students to a course or courses by grouping.
- [M194]** Ability to pre-select and lock courses in the selection process. (e.g. mandatory courses).
- [M195]** Ability to exclude a course from the course selection process.
- [M196]** Ability to assign students to a course individually.

- [M197] Ability to assign students or have students select a course at different grade levels regardless of the grade or education delivery model the student is in. (e.g. a Grade 6 student taking Grade 8 Math in the same or different school).
- [M198] Allow for a fast entry method for the office to enter student course selections.

#### **4.2.2.2 School Timetable Building**

- [M199] Ability to build multiple timetable templates for each education delivery model in a school. These may be scheduled separately (i.e. ability to run and save multiple scenarios or assign different timetables to different groups of students).
- [M200] Ability to clearly differentiate between blocks and periods; (e.g. Block A Period 1).
- [M201] Ability to copy a timetable template from a previous year with selected attributes.
- [M202] Ability to create classes based on a master course directory and number of classes required per course (based on student course requests). Rename the class; assign attributes such as section code, room, teacher(s), class size, optional attendance, maximum number of special needs students, gender, and other class specific information.
- [M203] Ability to create combined classes with associated sub-courses. Rename the class; assign attributes such as a section code, a room, and teacher(s); enter class size, optional attendance, and other class specific information, maximum number of special needs students, gender. The sub-courses will be courses that are grouped so that a class can have multiple courses at the same time and place. (e.g. Automotive Technology 11 and 12 offered in the same shop at the same time with the same teacher because not enough students to provide separate classes).
- [M204] Ability to see which sub courses are grouped with the class.
- [M205] Ability to create host classes with associated sub courses for the purpose of keeping a cohort of students together through a learning cycle. (e.g. an applied skills class could include carpentry, cooking and metal work offered in each of three terms). Allow assessment and attendance to be maintained at either the host course level or the sub-course level.
- [M206] Ability to assign an alert to a class to flag when certain attribute limits are reached (e.g. room size limit, class size limits, maximum number of special needs students, etc.).
- [M207] Ability to blend classes with different lengths in the timetable. (e.g. full year classes blended with semester and term classes of various lengths).
- [M208] Ability to mass assign or remove attributes across all classes or a subset of classes.
- [M209] Assign a priority to an alternate course.
- [M210] Assign a priority to a compulsory course.

- [M211] Ability to specify the order in which classes are scheduled (e.g. Math 10 before French 10 because Math 10 is a required course).
- [M212] Allow for assigned time placeholder classes. For example, lunch and study.
- [M213] Ability to create classes not attached to a school timetable (for DL and after school programs).
- [M214] Ability to assign constraints to the timetable building process such as teacher and room availability, room type, maximum classes a teacher can teach, maximum classes in a row that can be taught, period and class availability (e.g. only in period 1), time slots when a class cannot meet, etc.
- [M215] Ability to create classes without teachers or rooms assigned.
- [M216] Ability for class durations to vary in the school timetable (e.g. single block on Day 1, double block on Day 2, etc.).
- [M217] Ability to open multiple screens during school timetable building and student scheduling processes so changes can be viewed as they happen.
- [M218] Manually assign a teacher to a specific classroom.
- [M219] Manually add an irregularly scheduled block to a timetable.
- [M220] Identify global alternates for student course requests.
- [M221] Identify specific alternates for student course requests.
- [M222] Ability to run timetable-building simulations by grade, group or global assignments to create a school timetable (i.e. to identify which classes are going to be offered in which rooms and taught by which teachers; classes are not populated by actual students yet).
- [M223] Ability to save and retrieve preliminary versions of the timetable generated by the timetable-building simulation process.
- [M224] Report course/class conflicts.
- [M225] Ability to change the school timetable mid-year.

#### **4.2.2.3 Scheduling (Populate the School Timetable/Produce Student Timetables)**

- [M226] Ability to automatically populate the school timetable based on student course requests, thus creating student schedules using a timetable-populating simulation process.
- [M227] Ability to save and retrieve preliminary versions of the populated school timetable and student schedules generated by the timetable-populating simulation process.
- [M228] Ability to perform multiple timetable-populating simulations when loading students.
- [M229] Ability to schedule and simulate by section, grade or group.
- [M230] Ability to lock in students from previous timetable-populating simulations before running a future timetable-populating simulation.

- [M231] Ability to set parameters so that a timetable-populating simulation can override any constraint or limits (e.g. by a number and/or by a percent).
- [M232] Ability to set parameters so that a timetable-populating simulation can balance or prioritize class composition by student type, gender, group or grade.
- [M233] Ability to modify seat targets for a period, for a grade, or class.
- [M234] Ability to view a count of student type, class size, or other attribute in each class.
- [M235] Ability to allow override of conflicts. (e.g. multiple classes in a Gym or shop at the same time).
- [M236] Ability for a timetable-populating simulation to order the loading of student timetables based on student type, grade, or group.
- [M237] Ability to view a student's timetable and identify unscheduled course requests.
- [M238] Ability to manually place students into the school timetable.
- [M239] Ability to move or copy all students or selected students in a class to another class, with the option to delete or keep them in the original class, and the option to move or copy marks and/or attendance.
- [M240] Identify the excess demand for a course (number of students requesting a course who have not been scheduled), as a result of a timetable-populating simulation process.
- [M241] Provide logs, reports and/or software tools to view the parameters and statistics from the school timetable-building and student scheduling (school timetable-populating) processes.
- [M242] Ability to view all courses a student is taking in multiple schools and a visual indicator to indicate the courses scheduled/being taken in a different school.

#### **4.2.3 Additional Functional Requirements**

- [A043] Provide a list of courses available to a student for all schools at which the student is enrolled.
- [A044] Ability for a student to select courses either on-line or via a paper form from the school course listing for all schools at which the student is enrolled.
- [A045] Ability to build a teacher availability timetable.
- [A046] Provide a visual timetable builder tool – a way to visually set up a school timetable (virtual white board or electronic 'horse blanket').
- [A047] Ability to view how a student request was scheduled. For example, via the scheduler, manually, or conflict.
- [A048] Ability to view all courses a student is taking in multiple schools or education delivery models and which school is delivering the course.

#### **4.2.4 Data Requirements**

## Data Requirements

- Block(s) \*
- Class Capacity
- Course id \*
- Class report period(s) \*
- Course section
- Class term(s) \*
- Cycle days \*
- Room(s) \*
- Teacher

### 4.3 Walk in Schedule

#### 4.3.1 Introduction/Context

Walk-in scheduling provides functionality to create a tentative timetable for a student who is considering transferring to a school or different education delivery model but is not currently enrolled in that school or education delivery model.

#### 4.3.2 Core Functional Requirements

- [M243] Ability to record requests for courses and alternates without having a student enrolled.
- [M244] Ability to schedule a student who is not enrolled and hold the place in the class and assign the student at a later date.
- [M245] Ability to view a list of the places held for a student and the Users who created them.
- [M246] Ability to change an assigned class back to a course request and release the hold.
- [M247] Create or maintain a schedule for a student including adding, changing, substituting, and dropping classes.
- [M248] Use the rules from the school-defined timetable during the walk in scheduling process.
- [M249] Schedule a single student or multiple students.

#### 4.3.3 Data Requirements

Uses and updates student and school level class information.

## 5. Achievement

### 5.1 Introduction/Context

This functional area consists of multiple sub-functions which provide tools to track and report on student learning. Sub-functions include Assessment, Graduation, Student Learning Plan/Student Portal, Individual Education Plans, Report Cards, Incidents & Notes, and Teacher Interface/Progress Reporting Interface.

### 5.2 Assessment



### 5.2.1 Introduction/Context

This functional area provides tools for assessing student learning. Assessment may be performed against any “assessable item”. Conventional assessable items include courses, assignments, examinations, and IEP goals/objectives. Less conventional/potential future assessable items include learning standards and student competencies. The trend to more Personalized Learning for students informs the need for significant flexibility in assessment tools as reflected in the following requirements.

### 5.2.2 Core Functional Requirements

#### 5.2.2.1 Marks & Credits

- [M250] Ability to record multiple types of marks: letter grade, percentages, numeric (3- or 4-point scales), text, abbreviations.
- [M251] Ability to provide anecdotal comments against any assessable item.
- [M252] Ability to record interim, final, and exam (both local and ministry) course marks for any defined course (ministry, locally developed, internal) across multiple affective domains (work habits, citizenship, attitude) for defined reporting periods.
- [M253] Ability to record actual start date, actual active date, percent complete and actual end dates for each class a student takes (student level attribute).
- [M254] Ability to record intended start date, intended active date, percent complete and intended end dates for each class a student takes (student level attribute – primarily for DL students).
- [M255] Ability to filter/sort by group or class to put in start dates, % complete and end dates.
- [M256] Ability to record external course information for credit. For example, ballet and Royal Conservatory of Music courses.
- [M257] Ability to record comments for a reporting period by defined groups of assessors including counsellors, teachers, and administrators.
- [M258] Ability to indicate if a mark was achieved through rewriting, equivalency, external or challenge.
- [M259] Ability to collect individual marks for multiple reporting periods within an overall learning cycle (e.g. Term 1, 2, and 3 marks as well as cumulative and final marks) for any assessable item.
- [M260] Ability to automatically translate values for marks. (e.g. convert percentages to letter grades).
- [M261] Ability to mass change specified marks using parameters. For example, change ‘I’ to ‘F’ at year-end.
- [M262] Ability to record multiple collaborative course assessments.

- [M263]** Ability to record marks for partially complete courses.
- [M264]** Allow for a fast entry method for entering marks.
- [M265]** Ability to track achievement data for cohorts of students including students who are not presently in your school.
- [M266]** Ability to report on learning plan goals without marks.
- [M267]** Ability to track actual learning (reporting) and progress against the student's planned learning goals from the student's learning plan.
- [M268]** Ability to view or report on all aspects of a student's learning in the system and online.
- [M269]** Ability to group multiple students in different areas of learning for marking purposes.
- [M270]** Ability to link or import marks from other systems. (e.g. grade books, learning management systems).
- [M271]** Ability to lock down marks code tables at the Enterprise and/or School District levels so that schools cannot add invalid marks to those tables.
- [M272]** Ability to assess using all aspects of the BC performance standards for the appropriate curriculum/competencies.
- [M273]** Ability to calculate multiple honour rolls and GPAs based on set criteria; (e.g. marks, work habit, grade).
- [M274]** Ability to calculate scholarship eligibility at the school, School District, and Enterprise level based on set criteria.
- [M275]** Record all awards (scholarships) received by the student and corresponding award/scholarship voucher details where applicable.
- [M276]** Track student grade (level) transition historically.

#### **5.2.2.2 Educational and Diagnostic Assessments**

- [M277]** Ability to attach a record to a student for each assessment and exam which the student has completed during the student's educational career and to record the results of those assessments/examinations at the Enterprise, School District and school levels.
- [M278]** Ability to assign attributes to an exam; (e.g. session date, location taken, accommodations (special needs), deferred, re-written, transferred from other jurisdiction, etc.).
- [M279]** Ability to record results of school, School District, and provincial assessments with single or multiple parts and marking schemes (e.g. letter grade, 4 point scales, percentages).
- [M280]** Ability to track cohorts of students.

- [M281] Ability to import assessment results into the system and field map the import into the system.
- [M282] Ability to enter data for assessments by groups of students.
- [M283] Ability to mark assessments using all aspects of the BC performance standards.

### 5.2.3 Additional Functional Requirements

- [A050] Retain scanned document assessment results for viewing.
- [A051] Record community/organizational assessments to schools, School Districts, programs or groups. (e.g. Early Development Instrument (EDI) assessments, resiliency surveys).

### 5.2.4 Data Requirements

#### Data Requirements

- |                          |                                     |                                   |
|--------------------------|-------------------------------------|-----------------------------------|
| • Assessment Type *      | • Assessment Results/scores         | • Assessor                        |
| • Assessment Description | • Assessment Type Sub-category(s) * | • Location of testing             |
| • Assessment Outcome     | • Assessment Comment                | • Assessment Date                 |
|                          |                                     | • Assessment Review Required Date |

#### Additional Data Requirements

- |                                 |                               |                              |
|---------------------------------|-------------------------------|------------------------------|
| • Award Type *                  | • Award Redeemed value        | • Portfolio Description      |
| • Award Identifying number (ID) | • Award Staff responsible *   | • Portfolio Object           |
| • Award Value                   | • Award Staff redeemed with * | • Portfolio type *           |
| • Award School Year             | • Award Comment               | • Portfolio Course *         |
| • Name of Scholarship or award  | • Award Donor                 | • Portfolio Date of creation |
| • Award Redeemed date           |                               |                              |

## 5.3 Graduation (completion of credential requirements)

### 5.3.1 Introduction/Context

This functional area provides tools to track progress towards one or more specific certifications (Dogwood, Adult Dogwood, or Evergreen certificates).

### 5.3.2 Core Functional Requirements

#### 5.3.2.1 Graduation Verification

- [M284] Perform graduation verification for individual students based on specific rules with the flexibility to change rules if the Ministry graduation specifications change. Refer to <http://www.bced.gov.bc.ca/graduation/>,
- [M285] Perform graduation diploma verification when a student is attending multiple schools simultaneously. Allow each school to do the graduation diploma verification.
- [M286] Perform current and projected (future) graduation verifications using all historical mark information, currently enrolled courses with exams, and future requested courses with exams. Course and exam marks not available should be clearly indicated. Graduation status should be clearly indicated.
- [M287] Perform project graduation verification against a student learning plan.
- [M288] Assign a specific set of graduation rules to a student or group of students.

### **5.3.2.2 Graduation Information**

- [M289] Record information on the graduation completion (Diploma) granted to a student including completion dates and graduation type. For example, School Completion Certificate, Adult Graduation or Dogwood completion date.
- [M290] Ability for courses finished mid-year to be reflected on transcripts and permanent student record (PSR) printed mid-year
- [M291] Ability to produce an interim transcript with courses in progress and allow an option to include grade 8 and 9 achievement as well as 10 to 12.
- [M292] Link with Post-Secondary Institutions' for achievement toward graduation (e.g. student enrolled in trades programs).

### **5.3.3 Additional Functional Requirements**

- [A053] Ability to produce a transcript that identifies at which school each course was taken.

## **5.4 Student Learning Plan/Student-Parent Portal**

### **5.4.1 Introduction/Context**

This functional area provides tools for counselors, teachers, and/or students and their Parents to create, maintain, and/or contribute to learning plans for students. Learning plans are expected to include an adjustable roadmap of courses to be taken through graduation and/or school completion and/or more detailed planning around specific learning goals and objectives. Learning plans will also include tracking of adaptations and services for students with minor learning assistance needs. It is envisioned that all students will have a student learning plan. The student learning plan may be used as a starting point or template for creation of an Individual Education Plan which is created only for students with significant learning assistance needs.

The Student/Parent Portal provides online access to student learning plans and to a student profile containing current achievement and attendance information. This portal is seen as a tool to support the overall trend towards ‘communication’ (instead of ‘reporting’) and will allow Parents and students to access records of learning progress on a continual basis.

#### **5.4.2 Core Functional Requirements**

- [M293]** Ability to create a learning plan containing courses, course completion schedules and/or goals and objectives and methods of obtaining the goals/objectives for a student. Learning plans may be used as a starting point or template for creation of an IEP.
- [M294]** Ability for a learning plan/IEP to reference learning requirements related to a student’s expected future educational or vocational path (e.g. a student planning to attend Engineering school must take Math 12).
- [M295]** Ability to integrate learning plans/IEPs with corresponding achievement and attendance data; (e.g. show achievement and attendance information for current courses in the Learning Plan to track progress toward goals).
- [M296]** Ability to create a draft and final copy of a learning plan/IEP.
- [M297]** Ability to hold a finalized learning plan/IEP for review and to release the learning plan/IEP to view on-line.
- [M298]** Ability to copy and save versions and use a finalized learning plan or IEP as a template for new learning plans or IEPs (multiple learning plans and/or IEPs may be created for each student).
- [M299]** Ability to add version comments to a learning plan or IEP.
- [M300]** Ability to record when a final version of a learning plan or IEP is created, including date and User.
- [M301]** Ability for individual staff to read or write information to a learning plan or IEP depending on role.
- [M302]** Ability to display a student profile (detailed specifications to be determined in transition/implementation) containing achievement and attendance details and links to student learning plans and/or IEPs.
- [M303]** Provide access to a student profile including learning plans and/or IEPs by the corresponding student and by authorized Parents of that student via the student/Parent portal.
- [M304]** Ability for a student or Parent to contribute data to a learning plan and/or IEP.
- [M305]** Ability for an authorized Parent to access student profiles for each child of that Parent through a single access account.
- [M306]** Ability to have a printable view of a learning plan and/or IEP.
- [M307]** Ability to view graduation scenarios for a student based on applying different graduation diploma rules against past, present and future courses or against school completion scenarios represented by student learning plans.

- [M308] Ability to forecast successful school completion based on historic, current and future educational selections.
- [M309] Ability for a student to access their PEN number.
- [M310] Ability for a student to conduct self-assessment of progress towards learning goals and completion of a learning plan and/or IEP.
- [M311] Ability for a student to conduct peer assessment.
- [M312] Ability to upload and view examples of student work (portfolio).
- [M313] Ability for Parent to indicate preferred communication channel(s) on student/Parent portal. (e.g. phone, e-mail text and/or physically delivered).
- [M314] Ability to automatically notify Parents when non excused absence occurs.
- [M316] Ability for a teacher, educational assistant, counselor, or other learning plan and/or IEP contributor to leave a note for a student and/or Parent.
- [M317] Ability for student or Parent to leave a note for a teacher.
- [M318] Ability for a Parent to request updates to student basic demographic information; updates would need to be reviewed by a school or School District representative before being accepted; (e.g. change of e-mail address).
- [M319] Ability for a Parent to indicate learning plan and/or IEP information and permissions are correct (note to office).
- [M320] Ability for a Parent to indicate that they have reviewed a report card or student work (note to office).
- [M321] Ability to display student, class, school, School District, and Enterprise defined links and custom links for students on the student/Parent portal; (e.g. Graduation requirements website).
- [M322] Ability to link to examples of a student's completed work from the student/Parent portal (e.g. photograph of a sculpture).

### **5.4.3 Additional Functional Requirements**

- [A054] Ability to print certificates for an area of learning completed.
- [A055] Ability to upload verification documents via the student/Parent portal.
- [A056] Create and send an alert to selected Users when a new version of the learning plan and/or IEP is created.

## **5.5 Individual Educational Plans**

### **5.5.1 Introduction/Context**

This functional area provides the tools required to develop an IEP – a documented plan developed for a student with special needs that summarizes and records the individualization of a student's education program. The requirements below meet the needs for development of a full IEP for those students with significant learning assistance needs. It is envisioned that planning

requirements for students with minor learning assistance needs can be met via the learning plan functionality described in the previous section. As such, an IEP should be viewed as an extension of a student learning plan. As discussed in Section 5.4 (Student Learning Plan/Student-Parent Portal), it is envisioned that all students will have a learning plan but only students with significant learning assistance needs will have an IEP. See [www.bced.gov.bc.ca/specialed/ppandg.htm](http://www.bced.gov.bc.ca/specialed/ppandg.htm) Section C for a description of the process for developing an Individual Education Plan.

### **5.5.2 Core Functional Requirements**

- [M323] Ability to record determination of eligibility information and view the information in the IEP including. referral dates, types, persons responsible, comments and recommended actions.
- [M324] Ability to assign a case manager, IEP team members and other participants in the student IEP.
- [M325] Provide visual cues throughout the system to indicate a student with an IEP with the ability to 'drill down' to view the IEP.
- [M326] Ability to maintain a list of common adaptations and modifications.
- [M327] Ability to assign adaptations and modifications to a student or group of students.
- [M328] Ability to link adaptations and modifications to courses/curriculum.
- [M329] Ability to create objectives, strategies and goals for an IEP.
- [M330] Ability to view objectives, strategies and goals for an IEP as part of the student's report card and profile.
- [M331] Ability to report on history of interaction with a designated student.
- [M332] Ability to track IEP goal progress information at the School District level.
- [M333] Ability to record formal and informal assessment information including date, assessment area/ type, assessor (name and/or position), assessment status, and Parent consent to release assessment information to specified individuals or groups
- [M334] Ability to assign a service plan and service resources recording services/name, position responsible, time, frequency, location, refusal/start dates and comments.
- [M335] Ability to maintain a list of assistive technologies.
- [M336] Ability to track assistive technology use using a list of common items.
- [M337] Ability to record review date.
- [M338] Ability to record minutes of referral and action team meetings by student. (could use Notes functionality if appropriate security can be enabled).

### **5.5.3 Additional Functional Requirements**

- [A058] Ability to record determination of eligibility information including category checklists, referral dates, types, persons responsible, comments and recommended actions.
- [A059] Ability to record designation audit dates and results.
- [A060] Option to automatically create an alert and send to selected Users when a new version of the IEP is created.
- [A061] An IEP wizard to lead the User through completing the IEP based upon how the student is categorized.

## **5.6 Communication of Student Progress/Learning (Report Cards)**

### **5.6.1 Introduction/Context**

This functional area provides tools to communicate student learning progress to students and their Parents. Traditionally, learning progress has been communicated via a report card, a point-in-time snapshot of student achievement. It is envisioned that all information that is available for inclusion on a report card would also be available through the student profile on the student/Parent portal on a continual basis.

Currently there are formal reporting requirements for report cards in BC. It is envisioned that, while such formal requirements exist, core data requirements will continue to be required on all report cards. However, it is also envisioned that there will be greater flexibility available to customize report cards at the school level to add a variety of information not traditionally provided on report cards (e.g. assessments of IEP goals and/or objectives and of student competencies). Again, all such information will also be available on the student/Parent portal.

### **5.6.2 Core Functional Requirements**

- [M339] Ability to maintain multiple customizable report card templates for a School District and school. Minimum data requirements to be provided by the Ministry. Other content at School District and/or school discretion. Fonts and formatting should be able to be set within the template.
- [M340] Ability to include any assessable item and corresponding assessment and comments from all schools at which the student is enrolled on a report card (e.g. percentage of course complete, progress towards IEP goals/objectives).
- [M341] Ability to add adaptations and modifications to a report card.
- [M342] Ability to produce a report card at any time and distinguish between interim and term report cards.
- [M343] Ability to personalize report cards to the recipient e.g. adult students and students not living with Parents.
- [M344] Produce a personalized report card for a student based on a School District template and stored student information, including course and curriculum information from multiple schools and school types.



- [M345]** Ability to produce report cards to be printed, e-mailed and stored for future viewing.
- [M346]** Ability to send a report card to multiple addresses.
- [M347]** Ability to bulk e-mail report cards.
- [M348]** Ability to produce report cards in both English and French.
- [M349]** Ability to produce a single consolidated report card for a student enrolled in multiple schools.
- [M350]** A student enrolled in multiple schools (or Parent of that student) should have one place to go to get a consolidated report card and achievement information for all schools in which the student is enrolled.
- [M351]** Ability to produce different report cards for different education delivery models (Distributed Learning, Middle, Secondary, etc.) but with ability to combine data from different education delivery models into a consolidated format.
- [M352]** Option to produce a report card for a student who has withdrawn, for the time the student was enrolled.
- [M353]** Ability to maintain common School District and/or school comment banks.
- [M354]** Ability to maintain personal comment banks (for a teacher)
- [M355]** Ability to categorize comments in all comment banks.
- [M356]** Ability to edit comments from a comment bank once added to a report card.
- [M357]** Ability for comment banks to be retained over multiple learning cycles.
- [M358]** Ability for comments and marks to be copied down for all students being reported on.
- [M359]** Ability to report current assessment of any assessable item as defined in the Achievement section, above.
- [M360]** Ability for unlimited comment length with option to constrain length at school level.
- [M361]** Ability to utilize defined wildcards in comments e.g. He/She, legal name, usual name.
- [M362]** Ability to proof read a report card and make changes online at teacher and school level.
- [M363]** Ability to release assessable items from each school to the consolidated report card for printing and viewing on the student/Parent portal once the items are reviewed.
- [M364]** Ability to include multiple teacher names on a report card including student teachers.
- [M365]** Visual confirmation that mark entry is complete for a student based on list of courses/curriculum.

- [M366] Ability to report on completion of interim and final report cards.
- [M367] Ability to calculate blended final marks based on exam marks and class assignment marks.

### **5.6.3 Additional Functional Requirements**

- [A062] Ability to find and replace edited comments.
- [A063] Ability to produce report cards in languages other than English and French as required by School District needs.

## **5.7 Incidents and Notes**

### **5.7.1 Introduction/Context**

This functional area provides tools for educators to record any notable student behavior including positive behavior. An incident is one type of note.

### **5.7.2 Core Functional Requirements**

#### **5.7.2.1 Incident Tracking**

- [M368] Record and track interactions with a student, including reasons. For example, a suspension should have a reason recorded.
- [M369] Assign multiple discipline assignments for an infraction and log the results.
- [M370] Assign an incident to multiple students at one time.
- [M371] Allow security to be set for entry and viewing, depending on creator and role. (e.g. a teacher may be able to enter an incident but only see other incidents as allowed, a principal should have full access to all incidents).
- [M372] Ability to automatically expire an incident based on expiry date or do-not-transfer indicator.
- [M373] Allow transfer of incident to next school unless expired or non-transfer of record (delete on transfer).
- [M374] Ability to view and delete incidents at any time and prior to withdrawal or transfer.
- [M375] Ability to assign one or more categories to an incident. E.g. one or more of citizenship, verbal abuse, bullying, etc.
- [M376] Ability to report on categories at the school and School District level.
- [M377] Ability to review all incidents for a school or for a creator in a single on-line view.

#### **5.7.2.2 Notes**

- [M379] Ability to record notes pertaining to a student.

- [M380] Allow security to be set for entry and viewing of notes, depending on creator and role. E.g. a teacher may be able to enter a note but only see other notes as allowed.
- [M381] Ability to automatically expire a note based on expiry date or do-not-transfer indicator.
- [M382] Allow transfer of notes to next school unless expired or non- transfer of record (delete on transfer) indicated.
- [M383] Ability to limit access to a staff note by the creator of the note. Allow override of limited access based on security role.
- [M384] Ability to review all notes for a school or for a creator in a single on-line view.
- [M385] Ability to delete or expire notes entered by other schools.
- [M386] Ability to assign an alert to a note.
- [M387] Ability to assign one or more categories and/or alert categories to a note.
- [M388] Ability to maintain note history for a student.
- [M389] Ability to notify a User or group of Users that a note has been created including the alert category of the note; (e.g. Parents, homeroom teacher).

### 5.7.3 Additional Functional Requirements

- [A064] Automatically produce letters for mailing or emailing to Parents. The letters and emails should be stored and linked to the student. Check previously sent communication to ensure duplicates are not sent.
- [A067] Ability for note writer to assign a category to a note for a list. (e.g. IEP meeting, referral, academic note). The category would trigger a different visual cue for the note.

### 5.7.4 Data Requirements

#### Data Requirements

- |                            |                               |                         |
|----------------------------|-------------------------------|-------------------------|
| • Comments                 | • Staff assigned to outcome * | • Copy of communication |
| • Date of incident         | • Incident sub-type *         | • Date of communication |
| • Incident action(s)       | • Incident type *             | • Alert Required *      |
| • Staff assigning action * | • Reporting staff *           | • Location of incident  |
| • Incident outcome(s)      |                               |                         |

## 5.8 Teacher Interface/Progress Reporting Interface

### 5.8.1 Introduction/Context

This functional area consists of two sets of tools used by teachers. The Teacher Interface allows recording and maintaining of student attendance and access to information and reports that

teachers commonly require for day-to-day class room activities. The Progress Reporting Interface supports authentic assessment practices by elementary, middle and secondary school teachers and is expected to provide broader functionality to teachers than traditional grade books which tend to be directed primarily at secondary school assessment practices.

The Progress Reporting Interface should be configurable to support the ability to evaluate student progress and achievement in a variety of ways so as to provide a holistic evaluation of the student. Features should include developmental checklists, rubric scales, portfolios, links to student work, and summary reports. The Progress Reporting Interface should also support formative and summative evaluations including assignments, tests, student self-evaluation, peer evaluation, project-based learning and teacher collaboration. This interface may also be integrated with the student/Parent portal (at the School District, school and/or teacher's discretion) to provide clear and understandable information about a student's progress and performance to authorized Parents and students.

## **5.8.2 Core Functional Requirements**

### **5.8.2.1 Teacher Interface**

- [M391] Ability to see a student's other teachers.
- [M392] Ability to record student attendance.
- [M393] Ability to see attendance records for withdrawn students by student/course
- [M394] Ability to see admit/withdrawal reasons.
- [M395] Ability to view student achievement and attendance history. This should include the percent complete of partially complete courses that the students have withdrawn from.
- [M396] Ability to access the learning standards for each education delivery model.
- [M397] Ability to access IEP and components of IEP, objectives, goals, and adaptations and add assessments, comments and notes.
- [M398] Ability to view attendance and attendance reports on a student.
- [M399] Ability to access PEN numbers for students
- [M400] Ability to access reports and extracts.
- [M401] Ability to hide withdrawn students in the teacher interface based on date withdrawn.
- [M402] Ability to produce/print an interim report card at any time.
- [M403] Ability to show free form seating plans with images.
- [M404] Ability to access and print a student's timetable.

### **5.8.2.2 Progress Reporting Interface**

- [M405]** Ability to use the progress reporting interface for marking all assessable items for all education delivery models and for multiple education delivery models within the same progress reporting interface.
- [M406]** Ability to configure the progress reporting interface to allow the addition of learning standards and performance standards.
- [M407]** Ability to configure the progress reporting interface at the Enterprise, School District, school and teacher level to use multiple marking schemes (i.e. to support elementary, middle, and secondary school assessment practices); (e.g. use comments or marks for learning standards; option to use percentages and letter grades; use a descriptive indicator such as ‘fully meeting expectations’ with a descriptive comment; use performance standards on a sliding scale).
- [M408]** Ability to set up learning activities (assessable items) by class (same set of learning activities for all students in a class) and by student or groups of students (individual learning activities and timing); format for one class does not affect other classes.
- [M409]** Ability to select which assessable items are counted for formative and summative assessments.
- [M410]** Ability to copy assessable items to another class.
- [M411]** Automatically calculate a term or final mark from designated scores and marks in the progress reporting interface for inclusion on report cards.
- [M412]** Ability to calculate marks based on median, mode and average.
- [M413]** Progress reporting interface integration or communication with the rest of the student information system.
- [M415]** Ability to activate the teacher interface to support mark and attendance entry but disable the progress reporting interface feature at the Enterprise, School District and school level (e.g. until training for the progress reporting interface has been delivered).
- [M416]** Ability to filter progress reporting interface assessable items that are shown or not shown in the student/Parent portal.
- [M417]** Ability to have a single student view and print selected information and reports without showing other student information to allow teachers to show individual students and Parents information from the teacher interface.
- [M418]** Ability to track progress and achievement within the portion of the course completed and to record if the student dropped or finished the course at that time.
- [M419]** Ability to create reports on progress and achievement using statistical analysis and show the results graphically if appropriate.
- [M420]** Ability to transfer classes into a different teacher’s progress reporting interface within schools and between schools and School Districts.
- [M421]** The progress reporting interface should carry over to a new school year (next learning cycle) - no manual re-entry of information.

- [M422] Ability to assign mark/results to the student even when a student is new to the school (where part of the course was done in another school for example).
- [M423] Ability to not enter due dates for assessable items as they are not always known or set.
- [M424] Ability to share progress and achievement information amongst multiple staff members.
- [M425] Ability for multiple staff members to collaborate on the assessment of a project or assignment through the progress reporting interface.

### **5.8.3 Additional Functional Requirements**

- [A069] Progress reporting interface integration with a learning management system including ability to import/export comments and marks.
- [A070] Ability to log contacts with students.
- [A071] Ability for multiple teachers to work on the same student record at the same time (check-in/check-out).
- [A072] Ability to create a teacher timetable.
- [A073] Option to add teacher specific information to the standard course descriptions that are available for teacher interface/progress reporting interface.
- [A074] Produce class lists and data extracts in a format as laid out by the teacher.

## **6. Attendance**

### **6.1 Introduction/Context**

This functional area provides Users with the ability to maintain students' daily class and/or period attendance. This includes the efficient capture of student attendance in real time reporting, workflow and business rules as well as capturing class attendance based on designated days and sessions (e.g., MWF, courses that don't take attendance) and other User-defined parameters (e.g., minutes, hours, etc.).

### **6.2 Core Functional Requirements**

- [M426] Record student attendance, absenteeism, and late arrivals by half or full day, section, class, period, homeroom, group or time duration with absence reasons.
- [M427] Ability to collect attendance by multiple attendance methods. For example, middle school grade seven classes record daily attendance and grades eight and nine classes record period attendance. Early Learning Schools record positive attendance. Attendance could be taken in home room in the morning and in a class period in the afternoon or by student sign in or sign out (at the school office).
- [M428] Ability to produce a single class list for combined classes (class tied to period, block, room, or class etc).

- [M429] Ability to calculate attendance and convert to a standard defined format. (e.g. period to daily, daily or period to time).
- [M430] Record attendance in both blocks if a course is offered in two blocks in the same day.
- [M431] Record whether an absence was reported to the school.
- [M432] View attendance for a student or multiple students by date range, class, range of periods, school defined calendar, class, student group, alphabetically, and homeroom.
- [M433] Ability to record late arrival.
- [M434] Ability to record early dismissal.
- [M435] Record if attendance has been posted and record the staff not posting attendance.
- [M436] Ability to go back by date and report on and analyze attendance by student, class, school and School District in summary and detail.
- [M437] Ability to compare attendance between different time periods.
- [M438] Ability to track, sort and report on the number of classes missed by class.
- [M440] Ability to take and access attendance for out of the timetable blocks at any time.
- [M441] Ability to enter attendance for multiple students in the past, present or future based on various criteria such as homeroom, group, period, course, team, grade, randomly, class, families, or existing absence type.
- [M442] Provide a fast entry method for recording attendance. This includes the ability to group together all students assigned to a teacher in a time block.
- [M443] Provide visual cues through the system for students who are absent.
- [M444] Ability to record or remove attendance by specified date or date range.

### 6.2.1 Additional Functional Requirements

- [A075] Provide for student self-sign in or sign out from a kiosk with limited access.
- [A076] View total attendance for a student for all schools in which a student is enrolled.
- [A077] Record multiple attendance types for the student in one time period.
- [A078] Allow absences to be reported by e-mail.

### 6.2.2 Data Requirements

#### Data Requirements

- |                |                               |                             |
|----------------|-------------------------------|-----------------------------|
| • AM/PM        | • Has Parent been contacted * | • School reporting period * |
| • Arrival time | • Leaving time                | • School term *             |
| • Block(s) *   | • Note                        | • School year               |
| • Course(s) *  | • Absence Reason *            | • Time Period of the Day    |
| • Date         |                               |                             |

- Attendance Type \*
- Attendance Sub type \*
- Total Number of Minutes (Calc.)
- Teacher \*
- Course \*
- Course Section \*
- Time
- Contact Method \*

## 7. Fees/Accounting

### 7.1 Introduction/Context

This functional area provides tools to maintain basic information about ‘fees and charges’<sup>1</sup> related to educational activities and equipment. This functionality is intended to supplement (**not** replace) financial and/or accounting systems within schools and School Districts.

#### 7.1.1 Core Functional Requirements

- [M445] Record charges/deposits assigned. For example, charges based on grade, course, graduation, textbooks, yearbooks, general charges, summer school, DL.
- [M446] Record a credit for resources and materials and ability to spend the credit.
- [M447] Ability to mass assign charges, fees, deposits, payments and credits by filtered criteria. (e.g. grade, homeroom, course, or group).
- [M448] Ability to track whole or partial payment information.
- [M449] Ability to exempt students for fee waiver manually or based on criteria. (e.g. Third sibling).
- [M450] Ability to import and export fee/charges information from other programs including accounting software and online payment processing programs.
- [M451] Ability to track waiver or refund of payment.
- [M452] Ability to prorate charges based on the rules defined for the charge.
- [M453] Ability to modify charges for a student or groups of students.
- [M454] Automatically assign charges or prorate charges, based on events.
- [M455] Follow International Financial Reporting Standards (IFRS).
- [M456] Ability to attach multiple fees/deposits to multiple student’s courses, homerooms, teams/groups and programs.
- [M457] Ability to access unclosed accounts on withdrawal to complete transactions.
- [M458] Ability to display fee or deposit upon course or team/group assignment.
- [M460] Ability to generate a receipt on payment with comment.
- [M461] Ability to allow anyone who collects fees to record payments using any group of students.

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<sup>1</sup> Note that there are no required fees or charges for courses leading to graduation in BC public schools.



- [M462] Ability to show individual and total fees owed.
- [M463] Ability to show individual and total fees not paid.
- [M464] Ability to view fees owed by a student online in the student/Parent portal.
- [M465] Ability to produce receipt for fees received that is e-mailed to Parent or available through the student/Parent portal.
- [M466] Ability to track donations to a school.
- [M467] Ability to generate a tax receipt for a donation to a school.

### **7.1.2 Additional Functional Requirements**

- [A079] Ability to track payment for post-secondary programs and for specialty academy courses/programs taken for high school credit. (e.g. payment for accelerated credit enrolment in industry training (ACE IT) courses, or for a soccer program at a soccer academy).
- [A081] Ability to customize receipts and reminders.
- [A084] Ability to track text books and other resources and assign fees to them.

### **7.1.3 Data Requirements**

#### Data Requirements

- Charge amount
- Charge type \*
- Target specifics \*
- Target type \*
- Charge date
- Comment
- Account Number \*
- Student Charge  
Comment
- Student Charge  
Payment amount
- Student Charge  
Payment status \*
- Student Charge  
Payment date

## **8. Standard Reports**

### **8.1 Introduction/Context**

‘Standard Reports’ are those reports that are expected to be used by the majority of School Districts and schools on a regular (if not frequent) basis. Section 8.2 describes the overall requirements that apply to all Standard Reports. Section 8.3, Standard Report Groups, lists functional report requirements for reporting related to different functional areas of the system. Note that any requirement in this list may result in multiple Standard Reports being required.

### **8.2 General Requirements for all Standard Reports**

#### **8.2.1 Core Functional Requirements**

- [M468] Ability to preview reports prior to printing.
- [M469] Ability to monitor the processing status of submitted reports.
- [M470] Ability to customize/filter reports based on selection criteria.
- [M471] Ability to sort/group report data on multiple fields based on User input.
- [M472] Ability to exclude confidential phone numbers from reports.
- [M473] Display date and time stamp on all reports according to time zone in which User requesting the report resides.
- [M474] Provide audit trail reports for all access and changes to a student record.
- [M475] Provide audit trail reports for all batch processes.
- [M476] Display control break headings on reports
- [M477] Display the system student identifier on all student detail reports.
- [M478] Ability to save standard report parameters for reuse.
- [M479] Ability to display all report parameters requested on a report.
- [M480] Ability to set default values in report parameter fields.
- [M481] Ability to generate any report in a format suitable for download/extract (e.g. csv file)
- [M482] Ability to specify usual name, legal name, called name, or a combination on all reports displaying the student name.
- [M483] Ability to schedule standard reports to run recursively at specified dates and times. (e.g. nightly at 8:00 PM).
- [M484] Ability to e-mail reports manually or automatically for electronic distribution.

#### **8.2.2 Additional Functional Requirements**

- [A085] Option to exclude information about students under court order or otherwise at risk from reports.
- [A086] Option to add a User defined sub title to reports.
- [A087] Ability to determine who submitted a report.
- [A089] Option to display an 'as of' date on all reports.

### **8.3 Standard Report Groups**

#### **8.3.1 Attendance Reports**

- [M485] Ability to provide summary and detail reports of all types of attendance data between specified dates.
- [M486] Ability to filter for students with attendance problems. (e.g. number of absences and/or lates between specified dates).
- [M487] Ability to provide an absence and late list with phone numbers (home and/or cell) to be used by school administration for calling Parents at home to verify absence.
- [M488] Ability to provide an attendance report for time present including start and end times and calculated time present.
- [M489] Ability to provide extracts in a format that supports standard mass communication auto-dialer programs. These programs are used to call home with attendance messages (student absence or late arrival, date/time/class information) and may also be used for general communications (Synrevoice SchoolConnects is the most common auto-dialer program used in BC Schools).
- [M490] Ability to provide an attendance recording sheet for homerooms, classes or combined classes for manual recording of absences and late arrivals.
- [M491] Ability to provide a list of teachers who have not posted attendance for classes the teacher was scheduled to teach on the specified dates.
- [M492] Ability to exclude students from mass communication program extracts. (e.g. siblings).

#### **8.3.2 Enrolment Reports**

- [M493] Ability to report on student enrolment for all student types and groupings. The enrolment numbers will be provided at the start and end dates requested, with the number of students admitted, withdrawn, transferred, enrolled in multiple schools and grade assignments changed during the period indicated. Both a summary and detail report will be available. (e.g. If the student type is Aboriginal, allow a selection of Status-On Reserve or Status-Off Reserve. If the student type is Special Education report the Ministry category).
- [M494] Ability to provide budgeting and projections enrolment reports for next year using Ministry student data collections (Form 1701) and Class Size rules for budgeting and projections for timetable building

- [M495] Ability to provide FTE reports with a list of calculated FTE values for all students.
- [M496] Ability to provide funding type reports with a list of funded and unfunded students. If the student type is ELL, report the number of years funded.
- [M497] Ability to provide admission and withdrawal reports for all schools a student has been enrolled in.

### **8.3.3 Demographics Reports**

- [M498] Ability to provide a list of students or staff in a selected grouping ( e.g. homeroom, class, grade, graduating, family or group etc.) displayed in either a grid or list format. In the grid format provide additional blank columns with User defined headings. The report should be available as a summary report or a detail report with the option to choose the demographic information to report such as birth dates, siblings, PEN number, student number, card number, address, postal code, locker number, group or team membership, contact information, alerts, etc.
- [M499] Ability to provide alert and emergency contact reports with a list of students with contact and emergency information.
- [M500] Ability to provide student enrolment and demographic verification forms for use in admitting students and sending the verification form home for Parents to update information.
- [M501] Ability to provide list of students attending a school who live outside of the school's catchment area.

### **8.3.4 Scheduling and Timetable Building Reports**

- [M502] Ability to provide a list of courses with the option to select the specific course information to include in the report.
- [M503] Provide a school defined course request sheet used for student course selection and fast entry of selected courses.
- [M504] Ability to provide course request statistical reports as an aid in determining the number of sections required. (e.g. a report displaying the number of sections offered for each course and the number of seats filled for each section including class size and composition parameters with a flag to indicate over limit classes, reports on number of courses selected by students, students requesting a specified group of courses, etc.).
- [M505] Ability to provide a list of students who have made course requests in more than one school, with details of the requests. Flag any requests for the same course in the same time period.
- [M506] Ability to provide course conflict reports matching of each course identifier against all other course identifiers to determine the number of conflicts resulting if the multiple courses were offered only one time within the same block.

- [M507]** Ability to provide teacher and room conflict reports where a teacher or room is scheduled for a class at the same time.
- [M508]** Ability to provide reports on class parameters needing attention. (e.g. classes without teachers or rooms assigned, classes with low enrolment, class percent full, etc.).
- [M509]** Ability to provide reports on students, teachers, or rooms are not scheduled for any class in a specified term and block range.
- [M510]** Ability to provide enrolment summary reports with selected parameters for courses, classes, teachers, periods and homerooms. (e.g. number of students enrolled in Math 10; which classes of Math 10 is a specific teacher teaching in what periods; number of ELL students in English 9, etc.).
- [M511]** Ability to provide a complete listing of the master schedule for a learning cycle. Include schedule balancing information for each term by gender and grade and summary class totals (e.g. seats taken in a class, number of Special Education and ELL students etc.).
- [M512]** Ability to provide a list of students whose scheduled course load is not balanced. The imbalance may be caused by uneven distribution of courses within terms or by an uneven distribution of difficult terms or too few classes. The report should indicate the cause of the imbalance.
- [M513]** Ability to provide a list of students who have changed classes during the report date range.
- [M514]** Ability to provide a list of students scheduled into an alternate course request. Display both the alternate and primary request.
- [M515]** Ability to provide a teacher schedule indicating the classes the teacher is scheduled to teach within the time period specified.
- [M516]** Ability to provide student schedules in a grid or list format. A school or school board has the option to change the format within the basic template before producing the schedules, including adding fields as required, and adding general free form comments to be applied to student groups.

#### **8.3.4.1 Student Achievement and Marks Reports**

- [M518]** Ability to provide class and exam marks and marks analysis reports for classes, grades or other groups of students using all achievement indicators, including absence and attendance information. Include the ability to filter by various parameters, e.g. students not at grade level, students with a C- in more than one course, students not yet meeting expectations in any course or curricular area, etc.
- [M519]** Ability to provide student profile report with a complete picture of a student's progress.
- [M520]** Ability to provide honour roll, GPA and Passport to Education reports using the appropriate formula based on the type chosen. Reports should have summary or

detail including ranking. Allow User to select the type of honour roll to report. For example, work habit, achievement, Passport to Education.

#### **8.3.4.2 Transcripts and Graduation Verification Reports**

- [M521] Ability to provide a student transcript for multiple graduation programs based on Ministry requirements for graduation specified at [http://www.bced.gov.bc.ca/exams/handbook/1112/handbook\\_of\\_procedures.pdf](http://www.bced.gov.bc.ca/exams/handbook/1112/handbook_of_procedures.pdf). There should be the ability to change format within parts of the template before producing the transcript, including adding logos and general comments (free form) to be applied to groups of students.
- [M522] Ability to provide an interim transcript with the option of including courses in progress, interim marks and grade 8 and 9 courses.
- [M523] Ability to provide a list of marks using all achievement indicators to be distributed to teachers for marks verification.
- [M524] Ability to provide reports whether or not students have met, or will meet, all graduation requirements based on applicable graduation rules. Filter for missing or incomplete information including required courses, exams, completion dates, etc.

#### **8.3.4.3 Report Cards**

- [M525] Ability to provide a report card for all education delivery models in English and in French meeting the Ministry requirements for student progress reports specified at <http://www.bced.gov.bc.ca/legislation/schoollaw/e/m191-94.pdf>. The school or school board has the option to change the format within the non-required sections of template before producing the report card, including adding logos, fields, and adding general comments (free form) to be applied to student groups(e.g. homeroom comment, school comment, term comment)
- [M526] Ability to include goal progress reports for student learning plans and IEPs as part of the regular report card.
- [M527] Ability to print a mailing address on report card to fit a specific standard window envelope.
- [M528] Ability to exclude selected marks and courses.
- [M529] Ability to send the report card to multiple contacts by mail or e-mail for a student.
- [M530] Ability to provide interim student progress for all grade levels. It should be customizable with flexibility to include a variety of student demographic information, default values, and free form text.
- [M531] Ability to provide report card verification reports for teachers and office to check the marks and comments prior to the report card distribution.

#### **8.3.4.4 Incidents and Notes Reports**

- [M532] Ability to provide incident reports for a student or multiple students and their infraction(s), actions based on the incident, date of action completion, and results of the actions. The report may be requested in either summary or detail format with the category and content.
- [M533] Ability to provide a list of student notes and the category and content of a note.
- [M534] Ability to provide a list of incidents or notes by School District, school, grade, category, incident type, action type or other parameters. (e.g. report on number of bullying incidents by school and grade in a specified date range).
- [M535] Ability to provide a content list of notes and incidents for review by administration for inappropriate content.

#### **8.3.4.5 Ministry Reports**

- [M536] Ability to create a permanent student record (PSR) report based on Ministry requirements for PSR specified at [http://www.bced.gov.bc.ca/classroom\\_assessment/psr\\_instruct.htm](http://www.bced.gov.bc.ca/classroom_assessment/psr_instruct.htm).
- [M537] Ability to extract and report on Aboriginal students based on type for the Nominal Roll Student Census Report, DCI Number 462572 defined at <http://www.aadnc-aandc.gc.ca/eng/1294240292839#chp5> Need to report separately on status students who are living on a reserve. These reports include school and student demographics, student service and enrolment information, address verification, aboriginal specific information. Other information that may not be available should be produced as blank fields with the correct column headings in the extract and report.

#### **8.3.4.6 Special Education Reporting**

- [M538] Ability to provide reports for students with special needs, all data fields in the Application should be selectable if available including, student demographics, Ministry category, IEP team members, start and completion dates for events and services, adaptations and modifications, strategies, objectives, goals, needs, strengths and concerns etc.
- [M539] Ability to provide an IEP report as specified at <http://www.bced.gov.bc.ca/specialed/ppandg.htm> Section A Procedures. Including all information in the learning plan and/or IEP including but not limited to case manager and others involved in providing service, adaptation and/or modifications, objectives, strategies, goals, services, strengths and concerns, present level of performance, settings for service, dates of review, evidence of evaluation and plans for the next transition point.
- [M540] Ability to provide a list of students assigned for each case manager.
- [M541] Ability to provide a list of IEPs completed and in progress.

#### **8.3.4.7 Labels and Mailings**

- [M542]** Ability to create mail merge templates including the insertion of merge fields to be automatically populated from the database during mailing/label generation.
- [M543]** Ability to generate all mailings and labels using a mail merge template.
- [M544]** Ability to provide absence letters with an attendance profile to Parents of students who meet the specified criteria, using the dates and types of letters previously sent to the student to ensure duplicates are not sent.
- [M545]** Ability to provide permanent student record (PSR) labels with students' marks and attendance information for one learning cycle in a format that will fit on a student record card in the space allotted for a single year.
- [M546]** Ability to provide graduation verification letters for Parents detailing course and graduation information. Letter text should be variable and definable prior to creating the report.
- [M547]** Ability to provide form letter templates produced by school or School District. User will have the option to change the format within the basic template before producing a letter, including adding fields logos, and comments (free form) to be applied to student groups. Templates will be able to be built based on User selected parameters such as students with attendance problems, incidence actions (e.g. suspension letters), demographic verification, course selection verification, etc. Wildcard characters should be available to be used for objects in the database (e.g. He/She, Him/Her, legal and usual names, etc.).

#### **8.3.4.8 Fees and Charges Reports**

- [M548]** Ability to provide a list of student charges including payments made, for current and withdrawn students, by school, homeroom, course, team, or group.
- [M549]** Ability to provide receipts for paid charges and produce invoices for owed charges and provide monthly billing statements.

### **9. Other Reporting Requirements**

#### **9.1 Introduction/Context**

This functionality includes periodic data submissions from within the SIS to various Ministry systems and the ability to create verification reports within the SIS that duplicate downstream Ministry calculations. There is potential for simplification of this functionality by creating a single repository from which both School Districts and/or schools and Ministry representatives can produce the required outputs.

Requirements for Data Retention and Archiving are also listed in this section as these requirements primarily address requirements to produce a permanent student record, report cards, and transcripts (all forms of reports) for up to 55 years after a student has withdrawn or graduated from the BC education system.

#### **9.2 Core Functional Requirements**



## 9.2.1 Ministry Reporting Requirements

- [M550] Ability to create data extracts that meet the Ministry requirements for data submissions as described at <http://www.bced.gov.bc.ca/datacollections>. The key data submissions from the student information system are: Form 1701, Student Achievement Data Exchange, Class Size and Composition, and Early Learning Data Collection.
- [M551] Ability to create verification reports that meet the requirements for data submissions as described at <http://www.bced.gov.bc.ca/datacollections> to confirm completeness and accuracy of data before submitting to the Ministry. (e.g. count of students tied to funding like Special Needs designations, ELL, Core French). The key data submissions from the student information system are Ministry of Education Form 1701, Student Achievement Data Exchange, Class and Composition, Early Learning Data.
- [M552] Ability to meet Ministry requirements for Transcripts and Exams (TRAX) reporting (DEM, XAM, and CRS data files) as specified in Chapter 7 of the following:  
[http://www.bced.gov.bc.ca/exams/handbook/1213/handbook\\_of\\_procedures.pdf](http://www.bced.gov.bc.ca/exams/handbook/1213/handbook_of_procedures.pdf)
- [M553] Ability to automatically process Personal Education Number (PEN) requests. Extract student information to a specified location for processing (PEN assignment) by the PEN system and upload completed PEN requests from the PEN system. Manual entry or changing of PENs in the SIS should be prohibited. See <http://www.bced.gov.bc.ca/pen/> for further information.
- [M554] Ability to extract a set of data (or provide access to that data) on a regular scheduled basis for input to the Education Analytics and Reporting System (EARS) or other analytics solution(s).
- [M555] Ability to upload a set of data on a regular scheduled basis for exam marks and historical transcript data. Data is uploaded from TRAX as specified in Chapter 7 of the following:  
[http://www.bced.gov.bc.ca/exams/handbook/1213/handbook\\_of\\_procedures.pdf](http://www.bced.gov.bc.ca/exams/handbook/1213/handbook_of_procedures.pdf) .

### 9.2.1.1 Data Retention & Archiving Requirements

- [M556] Ability to archive and retain select student data and/or reports for 55 years (permanent student record, transcripts, report cards) for Non-Active Students; a student is considered to be non-active at a certain time after withdrawal based on age and/or based on period of inactivity.
- [M557] Ability to purge data from the database once the data has been successfully archived.
- [M558] Ability to retrieve archived data to meet reporting requirements.

## 9.2.2 Additional Functional Requirements

- [A090] Ability to archive a subset of achievement data that can be reloaded into the system. Subset of info to be defined.

## **10. Ad Hoc Reporting**

### **10.1 Introduction/Context**

‘Ad Hoc Reports’ are, by definition, reports that are required on a one-off and/or infrequent basis and are generally required by a very limited subset of the User population (i.e. often just one User). This section describes the requirements related to ad hoc reporting. Key requirements include the ability to report on any data entered in the system and the ability of the ad hoc reporting tool to automatically control access to data based on the security constraints of the role of the current User. Ad hoc reporting should only allow a User to report on data to which that User has access within the operational SIS.

#### **10.1.1 Core Functional Requirements**

- [M559] Ability for a User to report on all data in the Application subject to security constraints defined for the User role.
- [M560] Ability to access the ad hoc report writer from within the student information system.
- [M561] Users with limited technical skills can easily create simple reports.
- [M562] Users with higher technical skills can generate reports using SQL queries.
- [M563] Multiple level breaking, with headers/footers at the breaks.
- [M564] Ability to define calculations for report outputs.
- [M565] Ability to preview reports on-line before printing.
- [M566] Select data based on multiple fields and multiple tables.
- [M567] Sort data in the report on multiple fields.
- [M568] Use parameters available at runtime for selection and sorting, with the option to save or return to defaults after the run.
- [M569] Ability to save ad hoc report queries for reuse.
- [M571] Ability to save report output in multiple data formats (e.g. .doc, csv files, pdf, XML, etc.).
- [M572] Ability to schedule ad hoc reports to run recursively at specified dates and times. (e.g. nightly at 8:00 PM).

#### **10.1.2 Additional Functional Requirements**

- [A091] Include graphics or photos in a report.
- [A092] Ability to preview multiple reports on-line at the same time.
- [A093] Ability to change report formatting including font, font size, bolding.

[A094] Warn or block Users if reports will significantly affect system performance.

## **11. Authorized Access**

### **11.1 Introduction/Context**

This functional area provides tools and mechanisms to manage which Users have access to what information.

#### **11.1.1 Core Functional Requirements**

- [M573] Access or view of designated student information online by authorized public individuals or groups, including Parents and students. Designated information identified at Enterprise, School District, and school levels. (Note: Access to be managed through provincial Identity Information Management/BCeID services – see <http://www.cio.gov.bc.ca/cio/idim/index.page> for additional information).
- [M574] Views may include attendance, marks, student demographics, timetable information, report cards, learning plans and links to student artifacts. May require logging of who accessed the information.
- [M575] Security mechanisms that restrict access by individuals or groups to confidential information based on predefined authorization rights.
- [M576] Ability to create and edit security roles at the Enterprise, School District and school level, based on standard default roles (e.g. elementary secretary); security access should be able to be assigned by roles, screens and fields at the functional level and by rows and columns at the database level.
- [M577] Ability to create security groups where a single security change applies to whole group.
- [M578] Ability to mass assign security to Users.
- [M579] Ability to assign different security for multiple roles in multiple sites.
- [M580] Ability for a User assigned multiple roles to access the system with a single sign-on – role-specific path and/or link and/or doorway available to User after sign-on
- [M581] Mechanism to enforce password age and complexity.
- [M582] Online self-service for password maintenance.
- [M583] Ability for a User to choose username for BCeID.
- [M584] Ability to enforce User time out by role at the School District level with Enterprise defaults (e.g. 15 mins. for teachers, 10 mins. for clerical staff).

#### **11.1.2 Additional Functional Requirements**

- [A096] Ability to link student information to portals independent of the SIS (e.g. portal in a School District learning management system).
- [A097] Ability to mass create Users using a file import for account creation.

## **12. User Experience**

### **12.1 Introduction/Context**

Requirements in this section describe those aspects of the software (and supporting documentation) that enhance the user experience. It is very important that the software be easy to learn, easy to use, and supported by appropriate self-serve documentation and/or training/tutorials to facilitate self-learning of the software wherever feasible. With the proliferation of Internet-connected devices and applications in society today, users expect a simple and intuitive interface similar to other common commercial applications.

### **12.2 User Interface & Usability**

#### **12.2.1 Core Functional Requirements**

- [M586]** Meets World Wide Web Consortium (W3C) standards for User interface design. Refer to [www.w3.org/TR/](http://www.w3.org/TR/).
- [M587]** Modern look and feel, simple and intuitive interface that operates like other common commercial applications.
- [M588]** Consistent User experience in all aspects of the Service.
- [M589]** Ability to personalize the User interface: customizable menus and/or links to commonly used functions; hide, view, or resize screens based on role and preference; change colours and fonts for accessibility issues (e.g. colour blind staff).
- [M590]** Ability to split screen or open multiple windows to view multiple screens concurrently. (e.g. achievement and IEP screens, existing and new timetables for the same student).
- [M591]** Support multiple User completion methods and/or paths: fast paths for experts, creation of macros to avoid repetitive keystrokes, User defined shortcut keys, or none of the above.
- [M592]** Ability to mass select and update fields wherever it would increase efficiency.
- [M593]** Support a spectrum of User navigation methods from completely mouse driven to completely keyboard driven.
- [M594]** User is supported through a consistent and effective workflow design that minimized mouse clicks or keystrokes.
- [M595]** Workflow status clearly communicated to the User through status messages and/or visual status (e.g. 'Step 4 of 7'; bar/thermometer indicating % of process complete).
- [M596]** Edit text in a manner similar to a word processor. For example, the ability to change a letter in text without having to delete and re-enter the entire text.

- [M597] Ability to select on-screen data and print to any available printer.
- [M598] Ability to create (and report on) User defined fields.
- [M599] Ability to designate fields as mandatory or non-mandatory for data entry.
- [M600] Sort/display lists of reports for User selection in categories rather than one large list.
- [M601] Prompt User to save data if exiting screen without saving.

## **12.2.2 Additional Functional Requirements**

- [A098] Customizable views for a function. For example, an elementary or middle school view versus a secondary view.
- [A099] Menus and fields not applicable to the function being performed or available to the User are not visible to the User.
- [A101] Ability to auto-complete a field in the context of the field that data is entered (like e-mail addresses in a mail program).
- [A102] Ability to maintain a ‘favorites list’ of frequently used reports.
- [A103] Copy down functionality for anything that is a spreadsheet or list.
- [A104] Ability to manage workflow with User queues automatically populated based on triggered business rules (e.g. queue for office staff for requested changes to student and/or Parent demographic information).
- [A105] Software adaptations to make the Application accessible to persons with disabilities.

## **12.3 User Documentation**

### **12.3.1 Core Functional Requirements**

- [M602] Concise, context sensitive, printable, readily available online help at screen level. Help may include textual information, just-in-time training materials, videos and/or links to help-related websites.
- [M603] On-line User guide organized by business processes and/or events, searchable by keyword.
- [M604] On-line reference guide covering specific Application functions and complete coverage of all features.
- [M605] Customize data field labels and User documentation to the language of the British Columbia education system.
- [M606] All words, phrases, and images are used consistently throughout the Application.
- [M607] Error messages are presented in business language, precisely indicating the problem and suggesting an appropriate action.

- [M608] Error messages are highlighted so as to be noticeable to the User (visual and/or audio presentation of messages)
- [M609] Code descriptions are directly accessible by a User on any screen (e.g. by clicking on code or hovering over code).
- [M610] Ability to have printable views of User and reference manuals.
- [M611] End User documentation in French.

### **12.3.2 Additional Functional Requirements**

- [A106] Concise, readily available online help at field level.
- [A107] Option for Users to add to on-line documentation – community of practise; (e.g. on-line documentation of User tips and tricks).
- [A108] On-line User tutorials for commonly used functionality.

**EXHIBIT 1 TO APPENDIX 2 TO SCHEDULE 2 – PART 2**  
**FUNCTIONAL REQUIREMENT REFINEMENTS**

**1. Introduction**

This Exhibit 1 modifies the requirements set out Appendix 2 (*Functional Requirements*) to Part 2 of Schedule 2.

**2. Learning Plan Functional Requirement Modifications**

The Province acknowledges that the learning plan functionality will be a “basic” learning plan module based on the current Application learning plan functionality that is compliant with the requirements set out in in Appendix 2 (*Functional Requirements*) to Part 2 of Schedule 2. If more sophisticated learning plan functionality is required based on business requirements to be completed, the Parties will make such change through the Change Order Process.

For each of the specific requirement set out in Appendix 2 (*Functional Requirements*) to Part 2 of Schedule 2 that is reproduced in the following table under the heading “**Appendix 2 Functional Requirements**”, the Service Provider will comply with the obligation set out under the heading “**Appendix 2 Functional Requirement Refinement**” in the corresponding row in place of the corresponding Appendix 2 Requirement. References in square brackets in the following table are to the corresponding Appendix 2 Functional Requirement (e.g. [M295] is a reference to the Appendix 2 Functional Requirement identified as such).

<b>Appendix 2 Requirement</b>	<b>Appendix 2 Functional Requirement Refinement</b>
[M295] Ability to integrate learning plans/IEPs with corresponding achievement and attendance data; (e.g. show achievement and attendance information for current courses in the Learning Plan to track progress toward goals).	The Service Provider will provide an Application Enhancement to schedule report jobs at the School District and school levels.

**3. Individual Education Plan Functional Requirement Modifications**

The Province acknowledges that the Individual Education Plan functionality will be a “basic” special education view to create Individual Education Plan’s based on the current Application special education functionality that is compliant with the requirements set out in in Appendix 2 (*Functional Requirements*) to Part 2 of Schedule 2. If the creation of a customized special education view implementation for the Province requires Application Enhancements, the Parties will make such change through the Change Order Process.

For each of the specific requirement set out in Appendix 2 (*Functional Requirements*) to Part 2 of Schedule 2 that is referenced in the following table under the heading “**Appendix 2 Functional Requirements**”, the Service Provider will comply with the obligation set out under the heading “**Appendix 2 Functional Requirement Refinement**” in the corresponding row in place of the corresponding Appendix 2 Requirement.

Appendix 2 Requirement	Appendix 2 Functional Requirement Refinement
The requirements set out in Section 5.5.2 of Appendix 2 ( <i>Functional Requirements</i> ) to Part 2 of Schedule 2.	The Service Provider will provide an Application Extensions to define the forms, workflows, and reports required to support British Columbia’s special education process. This effort will include the main IEP form along with up to 4 related forms (on-screen and printable versions), 4 distinct workflows, and 6 additional reports.

#### 4. Report Functional Requirement Modifications

The sixteen reports in the table below may not be covered by the ad hoc report writer, the Application’s built in reports or the Application’s ad hoc “Quick Reports”. As a result, the Service Provider will provide equivalent reporting functionality through a report or multiple reports by modifying an existing report, creating a new report or creating an ad hoc Quick Report, in each case as Approved by the Province. The Parties acknowledge that the intent of such obligation is not duplicate each such report, but that the equivalent information is provided in a report format Approved by the Province. Details to be determined during requirements gathering.

Report	
Class List with Marks	Transportation Verification
Progress Report	Office Index Card
Potential Failures	Student Information Verification Form
Failure Reporting Periods Report	Fee Receipt
Missing Assignments Report	Fees Daily Detail
Withdrawal/Transfer Record	BC Student Disciplines/Actions
BC Admission/Withdrawal	BC Annual Attendance Report

For each of the specific requirement set out in Appendix 2 (*Functional Requirements*) to Part 2 of Schedule 2 that is referenced in the following table under the heading “**Appendix 2 Functional Requirements**”, the Service Provider will comply with the obligation set out under the heading “**Appendix 2 Functional Requirement Refinement**” in the corresponding row in place of the corresponding Appendix 2 Requirement.



Appendix 2 Requirement	Appendix 2 Functional Requirement Refinement
[M511] Ability to provide a complete listing of the master schedule for a learning cycle. Include schedule balancing information for each term by gender and grade and summary class totals (e.g. seats taken in a class, number of Special Education and ELL students etc.).	The Service Provider will provide an Application Extension to display balancing information by gender and grade as an option on standard Master Schedule reports.
[M512] Ability to provide a list of students whose scheduled course load is not balanced. The imbalance may be caused by uneven distribution of courses within terms or by an uneven distribution of difficult terms or too few classes. The report should indicate the cause of the imbalance.	The Service Provider will provide an Application Extension to create a report to display a list of students whose scheduled course load is not balanced and indicate the cause of the imbalance.
[M514] Ability to provide a list of students scheduled into an alternate course request. Display both the alternate and primary request.	The Service Provider will provide an Application Extension to create a report to display a list of students scheduled into an alternate course request, the primary course will also be displayed.
[M518] Ability to provide class and exam marks and marks analysis reports for classes, grades or other groups of students using all achievement indicators, including absence and attendance information. Include the ability to filter by various parameters, e.g. students not at grade level, students with a C- in more than one course, students not yet meeting expectations in any course or curricular area, etc.	The Service Provider will provide Application Extensions to create reports to address each of the requirements listed in M518 both at the course and the school level. Details to be determined during requirements gathering.
[M519] Ability to provide student profile report with a complete picture of a student's progress.	The Service Provider will provide an Application Extension to create a student profile report, according to BC requirements, which will display a complete picture of a student's progress. Details to be determined during requirements gathering.

<p>[M547] Ability to provide form letter templates produced by school or School District. User will have the option to change the format within the basic template before producing a letter, including adding field's logos, and comments (free form) to be applied to student groups. Templates will be able to be built based on User selected parameters such as students with attendance problems, incidence actions (e.g. suspension letters), demographic verification, course selection verification, etc. Wildcard characters should be available to be used for objects in the database (e.g. He/She, Him/Her, legal and usual names, etc.).</p>	<p>The Service Provider will provide an Application Extension to create form letters that pull from user-defined fields to populate the body of the letter. Specific templates for these reports as well as the configuration of the user-defined fields and screen templates will be created and configured during the implementation. Details to be determined during requirements gathering.</p>
<p>[M483] Ability to schedule standard reports to run recursively at specified dates and times. (E.g. nightly at 8:00 PM).</p>	<p>The Service Provider will provide an Application Enhancement to schedule report jobs at the School District and school levels.</p>
<p>[M493] Ability to report on student enrolment for all student types and groupings. The enrolment numbers will be provided at the start and end dates requested, with the number of students admitted, withdrawn, transferred, enrolled in multiple schools and grade assignments changed during the period indicated. Both a summary and detail report will be available. (e.g. If the student type is Aboriginal, allow a selection of Status-On Reserve or Status-Off Reserve. If the student type is Special Education report the Ministry category).</p>	<p>The Service Provider will provide an Application Extension to enable the existing enrolment activity report to be run at the School District and school levels.</p>

<p>[M560] Ability to access the ad hoc report writer from within the student information system.</p>	<p>The Service Provider confirms ad-hoc reporting can be achieved by the use of two tools within the Application as follows:</p> <p>(1) “Quick Reports”, which can be accessed from within SIS subject to the security constraints defined for the user role; and</p> <p>(2) “iReport”, which consist of two key functions: (a) there is a Java extract toolset which operates outside of the Application and is not controlled by the Application security model; and (b) Users can use iReport to format and adjust the report presentation of the base layer of data provided by the Java source.</p> <p>The Service Provider will provide an Application Enhancement to add the ability to copy and modify the iReport format of an existing district-scoped report at the School District level, enabling customization of fields, variables, grouping and look and feel. School District users will be able to save and share report formats within a School District or schools via the Reports menu, Access to run the reports can be limited to a sub-set of schools or specific security roles.</p>
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## 5. Additional Functional Requirement Modifications

For each of the specific requirement set out in Appendix 2 (*Functional Requirements*) to Part 2 of Schedule 2 that is reproduced in the following table under the heading “**Appendix 2 Functional Requirements**”, the Service Provider will comply with the obligation set out under the heading “**Appendix 2 Functional Requirement Refinement**” in the corresponding row in place of the corresponding Appendix 2 Requirement. References in square brackets are to the corresponding requirements Appendix 2 Requirement (e.g. [M005] is a reference to the Appendix 2 Requirement identified as such)

Appendix 2 Requirement	Appendix 2 Functional Requirement Refinement
[M005] Inform all schools in which a student is enrolled that a change to the student record has been made.	The Service Provider will provide an Application Enhancement to inform all schools in which a student is enrolled that a change has been made to a student record. Details of which records to be determined during requirements gathering.
[M038] Ability to assign or mass assign students to a homeroom (or to multiple home rooms) based on grade, current homeroom assignment, scheduled class list, alphabetically, or randomly.	The Service Provider will provide an Application Extension to add a menu item, to assign or mass assign students, to a homeroom (or to multiple home rooms). Details to be determined during requirements gathering.
[M047] Ability to add charges or fees to a course.	The Service Provider will provide an Application Extension to add user-defined fields combined with a scheduled job to add fees to the student record when the student begins attending the course.
[M084] Ability to maintain codes at the Enterprise, School District, and school levels. Enterprise codes may be utilized at the School District or school levels but may not be changed at the School District or school level. District codes may be utilized at the school level but may not be changed at the school level. (Determination of which codes are to be maintained at what level is a design and/or implementation phase activity.)	The Service Provider will provide an Application Enhancement to provide School District level (as well as other organizations above or below the School District level) management of system codes. Details to be determined during requirements gathering.

Appendix 2 Requirement	Appendix 2 Functional Requirement Refinement
[M120] Ability to exclude a student from a search for and display of existing enrolments for the purpose of admitting that student to the school from which the search is conducted (e.g. for students in provincial resource programs such as transition houses, youth custody centers, etc.)	The Service Provider will provide an Application Enhancement to add default filters to exclude enrolled students with certain flags set on their student record which will be configurable at the enterprise level. Details to be determined during requirements gathering. Note: This Application Enhancement also applies to [M184].
[M127] Provide a clear visual indicator when a student is admitted or enrolled in multiple schools including a mechanism to easily access the names of those schools.	The Service Provider will provide an Application Extension to automatically add a Cross-Enrolment alert, with an appropriate icon, for students who have active cross-enrolments to other schools.
[M128] Ability to admit a student to a school but to postpone enrolment of the student until a specified date or event. (e.g. start date of a course or percentage of a course completed).	The Service Provider will provide an Application Extension to automatically change the status of a student from “Pre-Enrolled” to “Active” (or from “Active” to “Inactive”) when the effective date of the enrolment (or withdrawal) is reached. Note: This Application Enhancement also applies to [M137].
[M137] Ability to enter a future enrolment or withdrawal date for a student without impacting normal processes that occur prior to the enrolment or withdrawal date. Student status should be automatically updated when the future date is reached.	The Service Provider will provide an Application Extension to provide automatic processing when future dating enrolments and withdrawals. A procedure that automatically changes the student status on the effective date will be created and scheduled to run on a nightly basis.
[M184] Ability to hide a student from queries outside their school or School District (e.g. when student is in correction center or transition house)	This Application Enhancement is included in the Appendix 2 Functional Requirement Refinement for [M120]

<b>Appendix 2 Requirement</b>	<b>Appendix 2 Functional Requirement Refinement</b>
[M282] Ability to enter data for assessments by groups of students.	The Service Provider will provide an Application Enhancement to add a mass entry screen for student assessment scores at the School District and school level, with flexible querying of student groups to populate the mass entry screen.
[M360] Ability for unlimited comment length with option to constrain length at school level.	The Service Provider will provide an Application Enhancement to add unlimited comment length fields, for reports cards, with the option to constrain the length of the fields at the School District and school level.
[M372] Ability to automatically expire an incident based on expiry date or do-not-transfer indicator.	The Service Provider will provide an Application Extension to expire incidents, on a student record, based on flags for expiration and/or do-not-transfer.
[M381] Ability to automatically expire a note based on expiry date or do-not-transfer indicator.	The Service Provider will provide an Application Extension to expire notes, on a student record, based on flags for expiration and/or do-not-transfer.
[M389] Ability to notify a User or group of Users that a note has been created including the alert category of the note; (e.g. Parents, homeroom teacher).	The Service Provider will provide an Application Extension to add a notification which will be configured to send messages to appropriate users for student note entries that have been flagged to trigger a notification.
[M430] Record attendance in both blocks if a course is offered in two blocks in the same day.	The Service Provider will provide an Application Enhancement to record attendance multiple times if a single course spans multiple periods.
[M443] Provide visual cues through the system for students who are absent.	The Service Provider will provide an Application Enhancement to add a "daily absence" alert that is automatically generated when absence records exist for that day.

Appendix 2 Requirement	Appendix 2 Functional Requirement Refinement
[M447] Ability to mass assign charges, fees, deposits, payments and credits by filtered criteria. (E.g. grade, homeroom, course, or group).	<p>The Service Provider will provide an Application Extension to mass assign charges, fees, deposits, payments and credits by filtered criteria. Details to be determined during requirements gathering.</p> <p>Note: Several "Mass Assign Fees" procedures have been created by the Service Provider in the past for different customers, which may provide all the necessary options, but if not, the Service Provider will provide the applicable procedures required for the BC Implementation.</p>
[M449] Ability to exempt students for fee waiver manually or based on criteria. (E.g. Third sibling).	The Service Provider will provide an Application Extension to evaluate fees based on local business rules, including number of family members, and adjust the fee amount accordingly. Details to be determined during requirements gathering.
[M454] Automatically assign charges or prorated charges, based on events.	The Service Provider will provide an Application Extension to assign a fee to a student based on data-driven events in accordance with local business rules. Details to be determined during requirements gathering.
[M458] Ability to display fee or deposit upon course or team/group assignment.	The Service Provider will provide an Application Extension to assign a fee to a student when a student is added to a team or group configured with a fee.

Appendix 2 Requirement	Appendix 2 Functional Requirement Refinement
<p>[M547] Ability to provide form letter templates produced by school or School District. User will have the option to change the format within the basic template before producing a letter, including adding field's logos, and comments (free form) to be applied to student groups. Templates will be able to be built based on User selected parameters such as students with attendance problems, incidence actions (e.g. suspension letters), demographic verification, course selection verification, etc. Wildcard characters should be available to be used for objects in the database (e.g. He/She, Him/Her, legal and usual names, etc.).</p>	<p>The Service Provider will provide an Application Extension to create form letters that pull from user-defined fields to populate the body of the letter. Specific templates for these reports as well as the configuration of the user-defined fields and screen templates will be created and configured as part of Implementation Services. Details to be determined during requirements gathering.</p>
<p>[M611] End User documentation in French.</p>	<p>The Service Provider will provide an Application Enhancement to add end user documentation in French. This will be maintained for future releases as well.</p>
<p>[M026] Create multiple school calendars within a learning cycle for multiple education delivery models and/or for multiple groups of students within an education delivery model.</p>	<p>The Service Provider will provide an Application Enhancement to add a School District level calendar template for schools to use and modify along with initialize and update functions similar to those available in the Enterprise view.</p>
<p>[M030] Ability for students to carry forward unfinished courses with all relevant course attributes including but not limited to in-progress marks, comments, assignments, active date and attendance to the next learning cycle.</p>	<p>The Service Provider will provide an Application Extension to carry course marks from year to year for specific courses. Courses will be identified in the student course schedule via a user-defined field. The procedure will look for students enrolled in a designated course for the previous and current year. Details to be determined during requirements gathering.</p>



Appendix 2 Requirement	Appendix 2 Functional Requirement Refinement
[M042] Select the courses offered by a School District from the central course directory.	The Service Provider will provide an Application Enhancement to add a School District level course directory (in addition to the Enterprise level course directory) so that a School District may create a course directory based on courses selected from the central course directory at the Enterprise level.
[M045] Select the courses offered by a school from the School District course directory.	The Service Provider will provide an Application Enhancement for schools to select courses from the central course directory at the School District level, to be used and modified as needed. Note: This Application Enhancement is included in the Appendix 2 Functional Requirement Refinement for [M042]
[M046] Add school specific attributes to the courses selected that are available for the school (e.g. course descriptive name and narrative, credit value, external credit, challenged, exam required, etc.). Ensure school-specific course attributes are available in all User views including via the Student/Parent portal	The Service Provider will provide an Application Enhancement for schools to configure and modify courses as needed. Note: This Application Enhancement is included in the Appendix 2 Functional Requirement Refinement for [M042]
[M151] Ability to record the catchment area the student lives in and have an indicator for students who are enrolled outside of their catchment area.	The Service Provider will provide an Application Configuration to add a user defined field to indicate whether a student is enrolled from outside of their catchment area.
[M270] Ability to link or import marks from other systems.	The Service Provider will provide an Application Enhancement to import and export data at the School District and school levels.
[M279] Ability to record results of school, School District, and provincial assessments with single or multiple parts and marking schemes (e.g. letter grade, 4 point scales, percentages).	The Service Provider will provide an Application Enhancement to add, define and manage assessments from the School District view and also run mark imports from the School District and school view.

Appendix 2 Requirement	Appendix 2 Functional Requirement Refinement
[M281] Ability to import assessment results into the system and field map the import into the system.	This Application Enhancement is included in the Appendix 2 Functional Requirement Refinement for [M279]
[M353] Ability to maintain common School District and/or school comment banks.	The Service Provider will provide an Application Enhancement for School Districts, schools and teachers to add and maintain comment banks for report cards. Comments from these comment banks will be selected from the gradebook along with province level comments. Note: This Application Enhancement also applies to [M354].
[M354] Ability to maintain personal comment banks (for a teacher)	This Application Enhancement is included in the Appendix 2 Functional Requirement Refinement for [M353].
[M412] Ability to calculate marks based on median, mode and average.	The Service Provider will provide an Application Enhancement for teachers to calculate the median and mode of a student's scores for a class in the gradebook by category, term, and overall. Median and mode will be based on a common grading scale and will not consider the weighting of individual assignments and categories. In addition, the ability to calculate mode scores across students in a class will be added. The Service Provider confirms the Application has the ability to calculate median scores across students in a class for both averages and individual assignments.
[M450] Ability to import and export fee/charges information from other programs including accounting software and online payment processing programs.	The Service Provider will provide an Application Enhancement to import and export data at the School District and school levels.

Appendix 2 Requirement	Appendix 2 Functional Requirement Refinement
[M576] Ability to create and edit security roles at the Enterprise, School District and school level, based on standard default roles (e.g. elementary secretary); security access should be able to be assigned by roles, screens and fields at the functional level and by rows and columns at the database level.	The Service Provider will provide an Application Enhancement to manage user accounts (reset passwords, enable, disable, assign and remove roles) at the School District level for users associated with a given School District.
<p>M057] Ability for a student to be concurrently enrolled in courses in multiple education delivery models within a school or multiple schools.</p> <p>[M117] Ability to admit a student to a school or to multiple schools simultaneously.</p> <p>[M125] Ability for a student to be admitted and enrolled concurrently in multiple School Districts, schools, grades and school types (education delivery models)</p>	The Service Provider will provide an Application Extension for schools to enrol students without requiring intervention from the student's home school and to provide notification to the home school.
<p>[M068] Ability to have temporary staff (e.g. TOCs, education assistants, and student teachers made active based on start and end dates in school.</p> <p>[M069] Ability to assign temporary staff to multiple teachers and/or multiple classes.</p>	The Service Provider will provide an Application Enhancement to associate and disassociate multiple schools at once to multiple TOCs. and also provide a search mechanism to make finding a TOC easier when marking a staff member absent.
[M133] Ability to transfer one or multiple students to another School District, school or schools.	The Service Provider will provide an Application Enhancement for schools to transfer and withdrawal students and will provide options around how to handle enrolments in multiple schools (i.e., drop all, drop some, make one the home school). Note: This Application Enhancement also applies to [M135].
[M135] Ability to withdraw a student from an education delivery model but not withdraw that student from the school. Maintain education delivery model withdrawal history.	This Application Enhancement is included in the Appendix 2 Functional Requirement Refinement to [M133].

Appendix 2 Requirement	Appendix 2 Functional Requirement Refinement
<p>[M138] Ability to do a pre-admission query for students transferring into a School District. Within appropriate privacy controls, provide access to a to-be-determined limited information set</p>	<p>The Service Provider will provide an Application Enhancement for schools to do a pre-admission query which would be limited to surname, gender and birthday +/- 45 days and that a limited set of information, as indicated below, would be available prior to admission.</p> <p>Pupil number  PEN/Ministry Number  Legal Name  First Name  Middle Name  Gender  Birth Date  Withdrawal Date  Last Grade  School: Name, Number, Address, Phone Number, Fax Number, e-mail, Principal  District: Name, Number, Address, Phone Number, Fax Number, e-mail, Superintendent</p>
<p>[M157] Ability to associate siblings with a student within a school. When a student record is identified as the sibling of an existing student, the appropriate address and contact information should be defaulted from the existing student with the option to override the default values to take into account exceptional circumstances.</p>	<p>The Service Provider will provide an Application Enhancement to modify the sibling search function during student enrolment to exact matching on any two of Surname, Home Address and Home Phone Number, e.g. Surname and Address, or Surname and Phone Number, or Address and Phone Number, and provide access to only the following fields on matching results prior to enrolment: Pupil number, Legal Name, First Name, Gender, Birth Date, School, Home Address and Home Phone.</p>

Appendix 2 Requirement	Appendix 2 Functional Requirement Refinement
[M158] Ability to designate one sibling within a school as the family contact for lists and mailings to avoid distributing duplicate mailings and hand-outs.	The Service Provider will provide an Application Enhancement to view and manage siblings within a student record and designate one as a courier (or “family contact”). Details to be determined during requirements gathering.
[M407]-Ability to configure the progress reporting interface at the Enterprise, School District, school and teacher level to use multiple marking schemes (i.e. to support elementary, middle, and secondary school assessment practices); (e.g. use comments or marks for learning standards; option to use percentages and letter grades; use a descriptive indicator such as “fully meeting expectations” with a descriptive comment; use performance standards on a sliding scale).	The Service Provider will provide an Application Enhancement for teachers to assign weights to marking terms in the gradebook for average calculation purposes.
[M574] Views may include attendance, marks, student demographics, timetable information, report cards, learning plans and links to student artefacts. May require logging of who accessed the information.	The Service Provider will provide an Application Enhancement for School District or schools to track user access log information for users associated with a given School District or school.

Appendix 2 Requirement	Appendix 2 Functional Requirement Refinement
<p>[New] Ability for a start date to be automatically entered when a student is enrolled in a course, an active date to be automatically entered on completion of a student assignment in the gradebook and a completion date to be automatically assigned when a final mark is entered for a student's course in either the gradebook or mark entry area.</p> <p>Related to:</p> <p>[M058] Ability to enter and mass assign active date, % complete and completion dates for multiple students courses.</p>	<p>The Service Provider will provide an Application Enhancement for teachers to enter course complete, start date, active date, and end date in the gradebook. Provide triggers for automatic population where possible based on mark entry</p> <p>(e.g. to have a start date automatically assigned when a student is enrolled in a course, an active date automatically entered on completion of a student assignment in the gradebook and a completion date automatically assigned when a final mark is entered for a student's course in either the gradebook or mark entry area.)</p> <p>This Application Enhancement is in addition to the following Appendix 2 Functional Requirements: [M058], [M253], [M254] and [M255].</p>

## **APPENDIX 3 TO SCHEDULE 2 – PART 2**

### **TECHNICAL REQUIREMENTS**

#### **1. Workstation and Mobile Device Requirements:**

The Application will, as of the Service Commencement Date, meet the client platforms, devices and user interfaces below:

##### **1.1 Workstation Requirements:**

- (a) Microsoft Windows (all versions, including Windows 7 and 8)
  - (i) Hardware: single-core / dual-core processor, 1GB recommended
  - (ii) Software:
    - (1) Internet Explorer 7 – 9+
    - (2) Firefox 6+
    - (3) Chrome 6+
    - (4) Safari 5+
    - (5) PDF reader
- (b) Macintosh OS X (all versions)
  - (i) Hardware: all processors supported, 1GB recommended
  - (ii) Software:
    - (1) Safari 5+
    - (2) Firefox 6+
    - (3) Chrome 6+
    - (4) DF reader included in OS
- (c) Chromebook
  - (i) Software:
    - (1) Chrome OS and browser
    - (2) Built-in PDF reader

- (d) Linux
  - (i) Hardware: Pentium IV+, 1GB recommended
  - (ii) Software:
    - (1) Firefox 6+
    - (2) Chrome 6+
    - (3) PDF reader

## **1.2 Mobile Device Requirements:**

Any mobile device with an HTML5-compatible browser, including:

- (a) Google Android
  - (i) OS version: 3.x, 4.x
  - (ii) Platforms: Multiple android phones and tablets, Kindle Fire
- (b) Apple iOS
  - (i) OS version: 5.x, 6.x
  - (ii) Devices: iPhone 4, iPhone 5, iPad 2 and iPad
- (c) Windows 8 RT
- (d) Blackberry
  - (i) Any model with an HTML5+ compliant browser

The Service Provider will provide continued support for Application access by user workstations and mobile devices with existing, upgraded, and emerging technologies over the Term. Support outcomes to be realized for Application users include:

- (a) the Application will not require client-specific "apps" to be downloaded and installed,
- (b) the Application will not require device upgrade and operating system version concerns as technology standards are independent of any device manufacturer,
- (c) the Application look and feel will not substantially differ from device to device, and from mobile to desktop;
- (d) the Application will look and feel like a modern application, with usability and interactions that are consistent with other popular web applications;



- (e) the Application will not restrict access to application functions across all devices by using a mobile site that (A) is optimized HTML5; (B) supports a subset of the functionality available on full site; (C) provides a “go to full site” button; and (D) includes all functions provided by the full site to the extent that it is feasible to use those functions on a phone or tablet; and
- (f) information of any kind from the Application (student, staff, contact, or other) is not cached to a client platform during a valid User session.

## **2. Security**

The Application will comply with government minimum encryption standard of AES with a minimum key length of 128 bits. It is expected that the minimum key length standard will be upgraded to 256 bits. The Service Provider will comply with changes to the Province’s standards.

## **3. Identity Management**

BCeID will be used to authenticate School District Users of the Application. Parent and student access may require the use the native SIS identification with the option of using the Province’s BC Services Card.

The Service Provider will comply with Government Authentication Standards, including as modified to make explicit the inclusion of the Province’s BC Services Card.

## **4. Audit Logs**

The Service Provider will enable audit logs for any table and field in the SIS Data Dictionary. For each record modified the audit trail will show who made the change, what was changed (both the original and new values), and when the change was made. The Service Provider will work collaboratively with the Ministry and School District staff to determine the exact data fields to be audited.

The Service Provider will maintain a rolling 7-year audit history. The Service Provider will meet with the Ministry and School Districts to review the requirements for a different duration.

**SCHEDULE 2 – PART 3**  
**SERVICES AS NEEDED**

1. **Purpose.** This Part 3 of Schedule 2 (*Services As Needed*) sets out the Services to be provided by the Service Provider to:

- Province Customers; and
- the Province, through the Ministry of Education, or otherwise.

2. **Services.** In addition to the Services set forth in Part 1 (*Transition Services*) and Part 2 (*Ongoing Services*) of Schedule 2, the Service Provider will provide the services described in the OMC-Approved Annual Service Catalogue (the “**Catalogue Services**”) upon request by the Province or any Province Customer. Province Customers may order Catalogue Services in accordance with Section 3 of this Part 3 of Schedule 2.

3. **Catalogue Services Requests.** During the Term, a Province Customer may, from time to time, request that the Service Provider provide one or more of the Catalogue Services by issuing a written Catalogue Services Request. Each Catalogue Services Request initiated by a Province Customer shall include all relevant information reasonably required for the proper consideration of such request, and be issued at least sufficiently in advance of the required commencement date of the Catalogue Service(s) requested to comply with the lead time identified for the service in the OMC-Approved Annual Service Catalogue and shall follow the process set forth below (the “**Catalogue Services Request Procedures**”):

- (a) *Catalogue Services Proposal* - The Service Provider shall respond within five (5) Business Days (or such number of days as the Parties may otherwise mutually agree) of receipt of each Catalogue Services Request for a Catalogue Service with a written Catalogue Services Proposal containing the following information:
  - (i) the roles and positions of individuals required for the delivery of such services to the Province or the Province Customers;
  - (ii) proposed timelines and Catalogue Service(s) commencement date;
  - (iii) where applicable, the total estimated cost of the Catalogue Service(s) requested; and
  - (iv) any further information that would assist the Province or Province Customer in planning for the delivery of the proposed Catalogue Services.
- (b) *Catalogue Services Orders* - Within five (5) Business Days (or such number of days as the Parties may otherwise mutually agree) of the receiving a Catalogue Services Proposal from the Service Provider, the Province or the Province Customer, as the case may be, will, at its option, by notice in writing:
  - (i) accept the Service Provider’s Catalogue Services Proposal in which event a Catalogue Services Order shall be deemed to have occurred;

- (ii) request the Service Provider modify any term of the Service Provider's Catalogue Services Proposal and to resubmit the modified Catalogue Services Proposal; or
- (iii) reject the Service Provider's Catalogue Services Proposal and cancel the Catalogue Services Request.

A Catalogue Services Request shall become a Catalogue Services Order only when the Catalogue Services Request Procedure for the Province Customer to review and accept a Catalogue Services Proposal set out in this Section 3 has been satisfied and signed by the Province or the Province Customer, as the case may be.

- (c) *Implementation of Catalogue Services Orders* - The Parties shall use commercially reasonable efforts to minimize disruption to the delivery of the Transition Services or the Ongoing Services set forth in Part 1 and Part 2 of Schedule 2 to the Agreement, or services included as part of this Part 3 or under any Change Order, and to the business operations of the Province and the Province Customers as the result of the implementation of each Catalogue Services Order.
- (d) *Scope of Catalogue Services Request Procedure* - The Catalogue Services Request Procedure shall be used only for Catalogue Services. The inclusion of the Catalogue Services and the Catalogue Request Procedure, or the Catalogue Services, in this Agreement and the Province's or Province Customer's initiation of a Catalogue Services Request, does not oblige the Province or the Province Customer to authorize or order all or any of the Catalogue Services described in the OMC-Approved Annual Service Catalogue. The Province Customer's liability for Catalogue Services, if any, shall be limited to that which arises from Catalogue Services Orders issued in accordance with the provisions of the Catalogue Services Request Procedure. The Province Customer reserves the right to procure any or all of the Catalogue Services described in the OMC-Approved Annual Service Catalogue from any third party or parties, by any means it deems necessary.
- (e) *Catalogue Services Costs and Fees* - All costs and expenses incurred by the Service Provider in responding to a Catalogue Services Request, preparing a Catalogue Services Proposal or following the Catalogue Services Request Procedure shall be for the account of and assumed by the Service Provider, unless and to the extent that such costs and expenses are clearly identified in a Catalogue Services Proposal and have been accepted by the Province or the Province Customer (as the case may be) as part of a resulting Catalogue Services Order. For greater certainty the Service Provider shall be responsible, and shall not bill the Province or the Province Customer either directly or indirectly, for any costs or expenses incurred by the Service Provider in responding to a Catalogue Services Request, preparing a Catalogue Services Proposal or following the Catalogue Services Request Procedure, with respect to any proposed Catalogue Services that do not result in a Catalogue Services Order.

The fees and costs of implementing and otherwise carrying out a Catalogue Services Order shall be as set out in the Catalogue Services Order or as otherwise agreed by the Parties in writing. Except where the Province has expressly agreed in writing in the Catalogue Services Order the Province will not have any responsibility for payment in relation to any Catalogue Services ordered directly by and supplied to a Province Customer shall be the responsibility of, and paid by, such Province Customer. Catalogue Services will only be provided under a written agreement (Catalogue Services Order or other instrument in writing) directly enforceable by Service Provider against the Province Customer.

All Catalogue Services Requests that are not in the OMC-Approved Annual Service Catalogue at the applicable time, must first be submitted to the Province Contract Manager for review and written confirmation to proceed prior to the issuance of the Catalogue Services Request. The Service Provider must not respond to a Catalogue Service Request that does not include a confirmation to proceed as required by this Section 3.

#### 4. **Catalogue Services.**

- (a) *Optional Services* - Catalogue Services are optional services and are in addition to, and not included in nor do they form part of, the Ongoing Services. Catalogue Services are in addition to and billed separately by the Service Provider.
- (b) *Annual Up-date* - Catalogue Services are defined and published annually by the Operations Management Committee in a catalogue (the “**OMC-Approved Annual Service Catalogue**”) of such Services, which will provide a general description of each of the Catalogue Services, including an explanation of what is included in the Service (if applicable), and the corresponding Fees for the Catalogue Services.

Catalogue Services include the following categories of services:

- Consulting Services – Consulting services in respect of the Services.
- Implementation Consulting and Support Services – Implementation Support services include the packaged services for various phases of Province Customer implementation.
- Learning Management Services – Learning Management services are designed to assist Province Customers and users to use the SIS.
- Level 1 Service Desk – Level 1 Service Desk provides Service Desk support to School District users in place of the Service Desk support normally provided to them by the District Level 1 resources.
- Data Management Services – Data management services are designed to provide enhanced electronic data management for Province Customers including, data loading services, data quality services and data conversion services.

- Application Management and Support Services – Application management and support services for extensions or enhancements or other changes to the application services or support as needed.

5. **Description of Fees for Catalogue Services.** Fees for Catalogue Services are either fixed price or the fees are based on hourly rates for professional services as set forth in Schedule 12 (*Fees*). Fees for fixed price services will be published in the OMC-Approved Annual Service Catalogue, on or before June 30 in each Contract Year.

Invoicing from the Service Provider to Province Customers for Catalogue Service Requests shall be sent directly to the Province Customer monthly in arrears. Payment will be subject to review by the Province Customer. The Service Provider will provide a monthly report to the Province Contract Manager that describes the total amount of Catalogue Services ordered by Province Customers, provides a description of the Catalogue Services ordered, and includes any other information reasonably requested by the Province in respect of such orders.

**SCHEDULE 2 – PART 4**  
**POTENTIAL FUTURE SCOPE SERVICES**

1. **Potential Future Scope Opportunities.** The Service Provider and the Province agree to explore the possibility of the Province obtaining the following on the terms and conditions set out in this Schedule 2, Part 4 (*Potential Future Scope Services*):

- (a) **Ministry Systems** – opportunities to incorporate either all or components of Ministry systems within the new SIS System (initial systems for consideration are reporting systems (TRAX, PEN, 1701));
- (b) **Optional Common Library Management Service** – a common library service, integrated with the new SIS Services which may result in a lower cost service to the School Districts (the development of a business case outlining the business need, cost/benefit and potential/minimum adoption rate may provide the data required to implement library management as an additional service);
- (c) **Content Management System Service** – services that may enable School Districts to realize efficiencies in the areas of web content management or enterprise level content management, including, the application of a common structure, protection for that common structure from unauthorized changes, protection for the data residing within that structure and appropriate workflows;
- (d) **Business Intelligence** – business intelligence services related to the new SIS System; and
- (e) **Curriculum & Learning** - evaluate the potential of Curriculum & Learning to become a provincial repository for curriculum, assessments and content as it relates to changes resulting from implementation of the BC Education Plan.

(“**Potential Future Scope Opportunities**”).

2. **Potential Future Scope Opportunities – Implementation Framework.**

- (a) During the Term of the Agreement, the Province will notify the Service Provider that it wishes to meet with Service Provider to discuss the possibility of the Province obtaining one or more Potential Future Scope Opportunities from the Service Provider;
- (b) Upon receipt of such notice, the Service Provider will promptly meet with the Province to discuss the details of the Potential Future Scope Opportunities that the Service Provider can provide and the Province’s requirements (including specifications) for such services and any other matters either party wishes to discuss in order to assist with the discovery, analysis and/or scoping of such Potential Future Scope Opportunities including, without limitation, the preparation of a Change Request by the Province and a Proposal by Service Provider in response to such Change Request as contemplated below. As part of such discussions and analysis the Service Provider will make available Service Provider and Subcontractor personnel with specialized knowledge of the subject matter, drawing upon the global resources of the Service Provider, as well as resources regarding technical options and approaches.
- (c) Upon completion of the initial discussions (which are to not exceed 2 months in duration (or such other period set by the Joint Executive Governance Committee)) contemplated in

paragraph (b) above, the Province will issue a Change Request to Service Provider requesting that Service Provider prepare a Proposal with respect to the proposed addition of Potential Future Scope Opportunities as Potential Future Scope Services and thereafter the Change Process will apply to the balance of framework set out in this Section 2, subject to the following terms and conditions:

- (i) Service Provider will prepare and deliver the Proposal to the Province within 10 Business Days of the date upon which Service Provider receives the Change Request (or such longer or shorter period of time as agreed to by Service Provider and the Province in writing);
  - (ii) based upon the Proposal, Service Provider and the Province will in good faith attempt to negotiate a term sheet setting out a business deal with respect to the provision to the Province of such Potential Future Scope Services by the Service Provider, which term sheet would be used as the basis for a Change Order to add any Potential Future Scope Services, as contemplated below;
  - (iii) the pricing for any Potential Future Scope Opportunities will be determined through good faith negotiations on price and service terms, similar to what Service Provider and the Province have done on previous potential opportunities, provided, however, where the Province and Service Provider cannot otherwise successfully agree upon pricing through such good faith negotiations, the pricing will be determined based on the Pricing Principles. Service Provider will provide pricing transparency, including transparency with respect to staffing models, and the pricing for such Potential Future Scope Services; and
  - (iv) If the Province and Service Provider successfully negotiate and finalize a term sheet for the provision of any one or more Potential Future Scope Services by Service Provider, the Parties will then, based on such term sheet, in good faith negotiate: (A) a Change Order to add such Potential Future Scope Services to the Services; and (B) a Service Schedule setting out the details of any such services delivery.
- (d) If the Province and the Service Provider disagree on any matter relating to the implementation of the framework set out in this Section 2, including how the Pricing Principles should be applied to determine pricing under section 1(c)(iii), then the Dispute will be settled pursuant to the Dispute Resolution Process.
- (e) The Province and Service Provider will each assemble a deal finalization team, composed of its selected representatives, which will be responsible for implementing the framework set out in this Section 2 on its behalf.
- (f) Each Party will be responsible for and pay its respective costs (including, without limitation, legal and accounting costs and other expenses) incurred in connection with any discussions, analysis, discovery and/or scoping of Potential Future Scope Opportunities (the Potential Future Scope Services) including, without limitation, the preparation of execution and delivery of any Change Request, Proposal or Change Order and any and all prior steps and actions taken in respect thereto.
- (g) During the Term of the Agreement, the Parties will, from time to time, review the list of Potential Future Scope Opportunities set forth in Section 1 of this Schedule 2 – Part 4

(Potential Future Scope Services), at the Joint Executive Committee level of the Governance Process. The Parties may, as a result of such review, amend the list (by adding or deleting items from the list) by mutual agreement in writing.

**“Pricing Principles”** means the pricing for any new services added to the Services as Potential Future Scope Services (as contemplated in Part 4 of Schedule 2 (*Services*) to the Agreement) or pursuant to the Change Order Process:

- (a) will be priced on the Standard Time and Materials Rates basis using the professional labour rates set forth in Appendix 12-A of Schedule 12 (*Fees*), a negotiated fixed price basis or combination of the foregoing;
- (b) will, throughout the Term, be at competitive market prices in Canada having regard to the size, anticipated volume, the functionality associated with the service, any service levels associated with the service;
- (c) will be determined through good faith negotiations; and
- (d) will, for project work, be based on a detailed project budget, which includes project management services pricing and all other components, for each project.



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## SCHEDULE 4

### SERVICE LEVELS AND SERVICE LEVEL FAILURE

#### (Article 6)

#### 1. Definitions.

Where used in this Schedule, the following words will have the meanings set forth below, and any other words defined in this Schedule will have the meanings so given to them:

- (a) “**Consequence Points**” has the meaning given to it in Section 3.1 of this Schedule 4 (*Service Levels and Service Level Failures*);
- (b) “**Remediation Plan**” has the meaning given to it in Section 3.6 of this Schedule 4 (*Service Levels and Service Level Failures*);
- (c) “**Service Level Failure**” means the failure of the Service Provider to meet or exceed a Service Level (as described in Appendix A-4); and
- (d) “**Single Problem SLA**” has the meaning given to it in Section 3.2 of this Schedule 4 (*Service Levels and Service Level Failures*).

#### 2. Service Levels.

- 2.1 **Purpose.** This purpose of this Schedule is to describe the Service Levels that the Service Provider will achieve in performing the Services.
- 2.2 **Appendices.** The Service Levels applicable to the Services are set forth in the attached Appendix 4-A (*Service Level Descriptions and Measurements*). Appendix 4-A (*Service Level Descriptions and Measurements*) attached to this Schedule is incorporated into this Schedule by reference.

#### 3. Service Level Failure.

- 3.1 **Service Level Credits.** A Service Level Failure shall result in the Province being entitled to apply service level credits (“**Service Level Credits**”) against the Monthly Fees owed by the Province to the Service Provider under this Agreement, as follows:
  - (a) Service Level Credits may only be earned in the event of a failure by the Service Provider to achieve a Service Level;
  - (b) for all Service Levels, if the Service Provider fails to achieve any Service Level in any given month, then the Province shall earn a Service Level Credit in respect of such missed Service Level based upon the number of Consequence Points allocated to such Service Level as set forth in Table 1 below:

**Table 1 Consequence Points and At-Risk Amount**

<b>Total Consequence Points Assessed in Current Month</b>	<b>Consequence</b>
<= 10 points	No financial consequence Regular management review
> 10 and <= 20 points	9% of the Fees for month Review by Contract Manager and reported to Operational Management Committee
> 20 and <= 30 points	11% of the Fees for month Review by Contract Manager and reported Operational Management Committee
> 30 and <= 40 points	13% of the Fees for month Review by Operational Management Committee
> 40 and <= 50 points	15% of Fees for month Review by Operational Management Committee
> 50 and <= 60 points	17% of Fees for month Review by Joint Executive Committee
> 60 points	20% of Fees for month Review by Joint Executive Committee
>= 10 points per month for five or more months in a year OR An accumulation of 90 or more points over a consecutive three month period	Review by Joint Executive Committee

Reference to Fees above means all Fees for Ongoing Services as described in Schedule 12 (*Fees*).

- (c) if the Service Provider fails to achieve more than one Service Level in a given month, then the Province shall earn an aggregate amount equal to the sum of the Service Level Credits corresponding to such failed Service Levels.

3.2 **Single Problem, Multiple Occurrences.** Upon the occurrence of a single Problem that causes a failure in multiple Service Levels the Province may only earn one (1) Service Level Credit in respect of one (and not all) of such affected Service Levels (the “**Single Problem SLA**”), which Service Level Credit shall be selected by the Province in its sole discretion (which may be the Service Level that has the largest number of Consequence Points and generates the greatest financial consequences).

3.3 **Performance Obligation.** Notwithstanding the foregoing, and for greater clarification, the Service Provider shall use commercially reasonable efforts to achieve all Service Levels, whether or not such Service Levels are subject to Service Level Credits.

3.4 **Monthly Reconciliation.** In conjunction with the monthly invoicing of the Fees to the Province (as specified in Schedule 12 (*Fees*) of the Agreement), the Parties shall make all necessary adjustments to set-off any Service Level Credits against Fees owing by the Province to the Service Provider in accordance with Section 12.5 (*Right of Set-Off*) of the Agreement. Any discrepancies that are subsequently discovered regarding the Service Level Credits will be reconciled in the following invoices to be provided by the Service Provider to the Province. If the Parties are unable to agree on all necessary adjustments regarding the Service Level Credits, then either party can raise the issue through the Governance Process for resolution.

3.5 **Service Level Termination Events.**

(a) Subject to the provisions of Sections 3.5(a)(i)- (b) below, and or the purposes of Article 24 (*Default and Termination*) of the Agreement, a “**Service Level Termination Event**” means the failure by the Service Provider to achieve or exceed the Service Levels set forth in Appendix 4-A as follows:

- (i) the occurrence of Service Level Failures in each month during any “X” consecutive months, as “X” is designated in the Table below; or
- (ii) the occurrence of “Y” Service Level Failures as designated in the Table below within any rolling 12-month period;

Table – Service Level Termination Events		
Service Level	X	Y
Availability of Application	2	3
Application Response	2	3
Loss of Data or Data Integrity, and Back-up/Recovery	2	3
Resolve Time for Priority Incidents 1	3	4
Resolve Time for Priority Incidents 2	3	4
All other Service Levels measured individually	4	5

(b) If:

- (i) the Service Level Failure occurs prior to September 1, 2014, or
- (ii) the Service Provider is relieved from a Service Level Failure by another provision of this Agreement,

then such Service Level Failure shall not be included for the purposes of determining whether a Service Level Termination Event has occurred.

(c) Where a single Problem causes the Service Provider to fail more than one Service Level, then only one Service Level Failure shall be deemed to occur as a result of the single

Problem for the purposes of determining whether a Service Level Termination Event has occurred.

- (d) For clarification, any and all references in Section 6.7(a) and 6.7(b) (*Service Level Failures*) of the Agreement to the failure of the Service Provider to meet a Service Level, or such similar references, shall mean the Service Provider's complete failure to provide or otherwise perform the Service to which the Service Level applies.

- 3.6 **Remediation Plan.** In addition to the obligations otherwise set forth in Article 6 (*Service Levels*) of the Agreement and in this **Schedule 4** (*Service Levels and Service Level Failures*), in the event of a Service Level Failure the Service Provider shall promptly prepare a remediation plan to cure the Service Level Failure (the "**Remediation Plan**"), the Service Provider will deliver the Remediation Plan to the Province once available.

**APPENDIX 4-A**  
**SERVICE DESCRIPTIONS AND MEASUREMENTS**

**Legend**

<b>Measure</b>	Description of Service Level measured.
<b>Standard</b>	The time during, or frequency by, which a Service Level is measured.
<b>Service Level Statement</b>	Sets forth the quantitative measurements associated with Service Levels. The Service Provider shall perform the Services at or above the levels of performance indicated.
<b>Service Level Interpretation</b>	Service level metrics
<b>Reporting</b>	Frequency of reporting and content of report.
<b>Data Source</b>	Source of data used to calculate Service Level (e.g., availability identified by Service Provider, % or response times identified by Service Provider)
<b>Consequences</b>	Consequences for failure to meet or exceed Service Level based upon Consequence Points.

**1. Availability of Application**

Measure	Overall availability of supported application, data (including Active Students, Non-Active Students and archived Student Data), and infrastructure required for access to SIS application production and SD test environments by Province Customers.
Standard	All application service components will be available on a 7x24 basis, exclusive of scheduled times for maintenance.  When it is deemed through mutual agreement that the SD test system will be converted to the production system in order to restore production services, financial consequences will not apply for the loss of the SD test system during this period. This would only be used under exceptional circumstances after consultation and Ministry Approval.
Service Level Statement	Overall availability of greater than 98.5% and with less than 5 interruptions. SD Test – overall availability of greater than 98.5%.
Service Level Interpretation	Overall availability of greater than 98.5% $\text{Availability}\% = (\text{time available}) / (\text{total time} - \text{scheduled downtime}) \times 100\%$ Severity Level 4 – overall availability% > 97.5 and <= 98.5% Severity Level 3 – overall availability% > 96.5 and <= 97.5% Severity Level 2 – overall availability% > 95.5 and <= 96.5% Severity Level 1 – overall availability% <= 95.5 Number of interruptions, regardless of the duration, excluding times scheduled for maintenance Severity Level 4 – 5 to 7 interruptions Severity Level 3 – 8 to 9 interruptions Severity Level 2 – 10 interruptions

	Severity Level 1 - > 10 interruptions Overall Severity Level = highest level of severity in (1) or (2) above.	
Reporting	Monthly. Availability based upon reports/ prepared by the Service Provider.	
Data Source	Availability% identified by Service Provider	
Consequences	Severity Level	Consequence Points
	4	5
	3	11
	2	21
	1	31

## 2. Application Response

Measure	Time required to respond to a request for a new screen or to retrieve a data request for the production SIS application Systems.	
Standard	The elapsed time between the sending of an interactive transaction until the measurement device has received the entire contents of the response to the transaction as measured at the Firewall router (Internal Port) at the Data Centre.	
Service Level Statement	Less than or equal to 3 seconds average as measured at the Firewall router (Internal Port) at the Data Centre 95% of the time	
Service Level Interpretation	<p>Response% = (number of transactions with response of less than or equal to 3 seconds)/(total number of transactions) x 100%</p> <p>Severity Level 4 – response% &gt; 93 and &lt;= 95%</p> <p>Severity Level 3 – response% &gt; 91 and &lt;= 93%</p> <p>Severity Level 2 – response% &gt; 90 and &lt;= 91%</p> <p>Severity Level 1 – response% &lt;= 90%</p>	
Reporting	Monthly. Response times based upon reports prepared by the Service Provider.	
Data Source	Response times identified by Service Provider.	
Consequences	Severity Level	Consequence Points
	4	5
	3	11
	2	21
	1	31

## 3. Service Desk Call Direction

Measure	Average time taken by call management system to direct a call to a human service desk agent during the normal support window (5 days per week, 12 months per year).
Standard	The call management system will answer the call in 3 or fewer rings and the

	maximum time on hold will be less than one minute.
Service Level Statement	Answer calls in less than 3 rings 90% of the time AND Time on hold is less than 1 minute 90% of the time.
Service Level Interpretation	The normal support window is 7:00 AM Pacific Time to 7:00 PM Pacific Time, Monday through Friday, excluding statutory holidays. Call direction is successful if the call is answered by the call management system in 3 rings or less AND the time on hold is less than one minute. Successful Direction% = (number of calls directed successfully)/(total number of calls) x 100%
Reporting	Monthly. Based upon reports/graphs prepared by the Service Provider.
Data Source	Call management system reporting
Consequences	1 Consequence Point for each whole or partial % below 90% Review of Service attainment at monthly Operational Management Committee meeting.

#### 4. Service Desk Response

Measure	Response time by a human service desk agent to reports received via phone, e-mail, web site, or fax during the normal support window.
Standard	The elapsed time for a human service desk operator to respond to an incident report during the normal support window. The response might be a solution, a priority assessment or an acknowledgement of receipt of the report by a human (i.e. not an electronic read receipt).
Service Level Statement	Response time by human to incidents received via phone, e-mail, web site, or fax is less than 15 minutes, 90% of the time.
Service Level Interpretation	The normal support window is 7:00 AM Pacific Time to 7:00 PM Pacific Time, Monday through Friday, excluding statutory holidays. A response is successful if it is made within 15 minutes of the receipt of the incident report. If the report is received outside of the normal support window it will be responded to within 15 minutes of the start of the next business day. Successful Response% = (number of successful responses)/(total number of reports) x 100%
Reporting	Monthly. Based upon reports/graphs prepared by the Service Provider.
Data Source	Service Provider Incident Management Reports.
Consequences	1 Consequence Point for each whole or partial % below 90% Review at monthly Contract Management Committee meeting.



## 5. Incident Classification

Measure	Incidents are classified correctly and assigned correct incident priority.
Standard	On a monthly basis, incidents are correctly classified and do not require an adjustment in their classification.
Service Level Statement	Correct classification of incidents better than 85% of the time when classification was made by the service desk. Classification by Level 1 Service Desk is not applicable except when ordered as a Catalogue Service.
Service Level Interpretation	For each month, $\text{Classification\%} = (\text{number of incidents classified} - \text{number of classification changes}) / (\text{total number of incidents classified}) \times 100\%$
Reporting	Monthly. Reclassification rates based upon reports prepared by the Service Provider.
Data Source	Service Provider Incident Management Report.
Consequences	1 Consequence Point for each whole or partial % below 85% To be reviewed at monthly Operational Management Committee meeting

## 6. Resolve Time for Priority 1 Incidents

Measure	Time required to resolve an incident that results in a total inability of all Province Customers to use the SIS production application systems, a component of a system, or a service, resulting in a critical impact on the Province Customers' operation.	
Standard	The elapsed time between reporting to the service desk a Priority 1 incident and restoration of services or a suitable workaround is found for the infrastructure required for access to production SIS application by Province Customers  For any single incident where the resolution time exceeds 12 hours, Service Level #1 (Availability of Application) will be applied in lieu of Service Level #6 for the calculation of monthly Service Credits.	
Service Level Statement	Resolve within 4 business hours of receipt by the service desk.	
Service Level Interpretation	Severity Level 4 – resolution time >4 hours and <= 6 hours Severity Level 3 – resolution time >6 hours and <= 8 hours Severity Level 2 – resolution time >8 hours and <= 10 hours Severity Level 1 – resolution time > 10 hours and <= 12 hours  <i>On a case by case exception basis only, and subject to the Province Approval, the Parties acknowledge and agree that in the event the resolution of a Severity 1 Incident requires input from the Service Provider's Material Subcontractor, Follet, the Severity Level 1 – 4 resolution times listed directly above may be increased by 2 hours.</i>	
Reporting	Monthly. Resolution rates based upon reports prepared by the Service Provider.	
Data Source	Service Provider Incident Management Report.	
Consequences	Severity Level	Consequence Points
	4	2/incident

	3	3/incident
	2	4/incident
	1	5/incident

7. **Resolve Time for Priority 2 Incidents**

Measure	Time required to resolve an incident that results in a severely degraded operation to some or all Province Customers to use the SIS production application system.	
Standard	The elapsed time between reporting a Priority 2 incident to the service desk and restoration of services or a suitable workaround is found for the Systems required for access to production SIS application by Province Customers.	
Service Level Statement	Resolve within 12 business hours of receipt by the service desk.	
Service Level Interpretation	<p>Severity Level 4 – resolution time &gt;12 hours and &lt;= 18 hours  Severity Level 3 – resolution time &gt; 18 hours and &lt;= 24 hours  Severity Level 2 – resolution time &gt; 24 hours and &lt;= 30 hours  Severity Level 1 – resolution time &gt; 30 hours and &lt;= 36 hours</p> <p><i>On a case by case exception basis only, and subject to the Province Approval, the Parties acknowledge and agree that in the event the resolution of a Severity 2 Incident requires input from the Service Provider's Material Subcontractor, Follet, the Severity Level 1 – 4 resolution times listed directly above may be increased by 2 hours.</i></p>	
Reporting	Monthly. Resolution rates based upon reports prepared by the Service Provider.	
Data Source	Service Provider Incident Management Reports.	
Consequences	Severity Level	Consequence Points
	4	2/incident
	3	3/incident
	2	4/incident
	1	5/incident

8. **Resolve Time for Priority 3 Incidents**

Measure	Time required to resolve an incident that results in a degraded operation to some Province Customers to use the SIS production application system	
Standard	The elapsed time between reporting a Priority 3 incident to the service desk and restoration of services or a suitable workaround is found for the infrastructure required for access to production SIS application by Province Customers.	
Service Level Statement	Resolve within 36 business hours, 90% of the time.	
Service Level Interpretation	$\text{Resolve\%} = (\text{number of Priority 3 incidents resolved before 36 business hours}) / (\text{total number of Priority 3 incidents}) \times 100\%$	
Reporting	Monthly. Resolution rates based upon reports prepared by the Service Provider.	

Data Source	Service Provider Incident Management Report.
Consequences	1 point for each whole or partial % below 90% Reviewed at monthly Operational Management Committee meeting.

**9. Resolve Time for Priority 4 Incidents**

Measure	Time required to resolve an incident that is not a Priority 1, 2 or 3 for the SIS production environments.
Standard	The elapsed time between reporting a Priority 4 incident to the service desk and restoration of services or a suitable workaround is found for the infrastructure required for access to Production SIS application by Province Customers.
Service Level Statement	Resolve within 120 business hours, 90% of the time.
Service Level Interpretation	$\text{Resolve\%} = (\text{number of Priority 4 incidents resolved before the end of the 120 business hours}) / (\text{total number of Priority 4 incidents}) \times 100\%$
Reporting	Monthly. Resolution rates based upon reports prepared by the Service Provider.
Data Source	Service Provider Incident Management Reports.
Consequences	1 Consequence Point for each whole or partial % below 90% Reviewed at monthly Operational Management Committee meeting

**10. Resolve Time for Priority 5 Incidents**

Measure	Time required to resolve a service request to be performed by a mutually agreed date. These should be directed to the change request process – material or otherwise – where they are vetted by SMC and Ministry.
Standard	The elapsed time between the completion of a Priority 5 service request and the mutually agreed date.
Service Level Statement	Resolve by the agreed date, 99% of the time.
Service Level Interpretation	$\text{Resolve\%} = (\text{number of Priority 5 incidents resolved before the end of the agreed date}) / (\text{total number of Priority 5 incidents}) \times 100\%$
Reporting	Monthly. Resolution rates based upon reports/graphs prepared by the Service Provider.
Data Source	Service Provider Incident Management Reports.
Consequences	N/A.

**11. Loss of Data or Data Integrity, and Back-up/Recovery Failure**

Measure	Data is lost or corrupted, or there is an inability to recover from data loss events and the root cause analysis has identified that the incident has been caused solely by the Service Provider where the Province Customer of the SIS Application could not access the data.
Standard	This applies to all infrastructure components where there are defined back-up

	processes and to all types of media where data is stored or accessed where the Province Customer of the SIS Application could not access the data. The service measure is triggered immediately after notification to the Level 2 Service Desk of the first detection of missing, lost or corrupt data by either the Ministry or the Service Provider. Each unrelated occurrence of missing, lost or corrupt data is considered to be a separate event.	
Service Level Statement	Data integrity must be maintained 100% of the time.	
Service Level Interpretation	<p>Severity Level 2 – Each distinct occurrence in which data is lost or corrupted and cannot be restored within 4 business hours</p> <p>Severity Level 1 – Each distinct occurrence in which data is lost or corrupted and cannot be restored within 24 business hours</p> <p>The Service Provider is required to immediately report any data loss or corruption to a member of the Operational Management Committee. Failure to report within 12 business hours will constitute an additional Severity Level 2 event.</p>	
Reporting	Regular reports monthly, and when event detected.	
Data Source	Data loss or corruption detected by the Ministry, the Province Customer Service Provider or user that is reported as an Incident to the Service Desk.	
Consequences	Severity Level	Consequence Points
	2	5
	1	21

## 12. Quality of Application

Measure	Overall quality of supported applications with access to SIS production application, User Collaboration Website, and Incident Ticket/Pando environments by Province Customers. This does not include Province Supplied Software.	
Standard	All application service components will be available on a 7x24 basis, exclusive of scheduled times for maintenance.	
Service Level Statement	Less than or equal to 5 Production Defects per release averaged on an annual basis. A Production Defect is a Defect (Defect is defined as a code that does not meet approved functional specification) that was not identified during testing (Known Defect).	
Service Level Interpretation	<p>Number of recorded Production Defects of Priority 1 or 2 ( as defined in Priority 1 and 2 MSA Problems ) per Release averaged on an annual basis January to December</p> <p>Quality = (cumulative # of releases per year * 5 Defects per release standard) - ((Number Priority 1 Application Production Defects) + (Number Priority 2 Application Production Defects))/(cumulative # of releases per year * 5 Defects per release standard).</p> <p>Severity Level 3 – Value <math>\geq -0.2</math> and <math>&lt; -0.4</math></p> <p>Severity Level 2 – Value <math>\geq -0.4</math> and <math>&lt; -0.6</math></p>	

	Severity Level 1 – Value $\geq -0.6$	
Reporting	Cumulative Annual reported Monthly based upon reports prepared by the Service Provider.	
Data Source	SIS Problem Management System	
Consequences	Severity Level	Consequence Points
	3	5
	2	11
	1	21

13. **Application Release Production Schedule Variance**

Measure	The Schedule Variance against an approved Release Scope of Work	
Standard	The Schedule Variance against the approved scope of work will be +/-5 business days of approved schedule. Change Requests are required for scope and schedule changes and once approve, reset the schedule baseline.	
Service Level Statement	+/-5 days of Approved Schedule average for all completed Releases each year (January to December)	
Service Level Interpretation	<p>Schedule Variance= (Actual Schedule Achievement to Production of all completed and In Progress Releases during year/ Approved Schedule of all completed and In Progress Releases during year)</p> <p>For each release in progress that will complete during the reporting period, Estimated Schedule Production date is used for monthly trend indicator to allow forward view of costs</p> <p>The scheduled date will be treated as a numeric value of 100. Each day early is added to 100, each date late is subtracted from 100</p> <p>Severity Level 3 – Value <math>\geq 93</math> and <math>&lt; 95</math> or Value <math>&gt; 105</math> and <math>\leq 107</math></p> <p>Severity Level 2 – Value <math>\geq 90</math> and <math>&lt; 93</math> or Value <math>&gt; 107</math> and <math>\leq 110</math></p> <p>Severity Level 1 – Value <math>&lt; 90</math> or Value <math>&gt; 110</math></p>	
Reporting	Cumulative Annual reported Monthly.	
Data Source	Service Provider Project Management Reports.	
Consequences	Severity Level	Consequence Points
	3	5
	2	11
	1	21



**SCHEDULE 5**

**INTENTIONALLY DELETED**

## **SCHEDULE 6**

### **NON-DISCLOSURE AGREEMENT**

**(Article 13 and Definition of Non-Disclosure Agreement)**

(See attached)

This Schedule 6 (*Non-Disclosure Agreement*) comprises the form of non-disclosure agreement for use in connection with third parties (excluding Province employees) who will have access to Service Provider Confidential Information, as contemplated under the Agreement.



**SCHEDULE 6A**  
**NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT**, dated as of \_\_\_\_\_, 20\_\_\_\_, is between *[NTD: Insert name of Service Provider]* (“**Service Provider**”) and \_\_\_\_\_ (the “**Contractor**”).

**WHEREAS**, pursuant to the terms and conditions of a Master Services Agreement (the “**Master Services Agreement**”) dated \_\_\_\_\_ between Service Provider and Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Education (the “**Province**”);

**AND WHEREAS** the Province has requested Service Provider to provide the Contractor with access to certain confidential, proprietary, or trade secret information of Service Provider in connection with the SIS Project for **[insert purpose of access to confidential information, e.g. performing an audit etc.]** (the “**Business Purpose**”);

**AND WHEREAS**, in consideration of the disclosure of Service Provider’s confidential, proprietary or trade secret information to the Contractor, Service Provider requires that such information be retained in confidence in accordance with the terms and conditions set forth in this Agreement, and the Contractor agrees to keep such information confidential in accordance with such terms;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, Service Provider and the Contractor hereby agree as follows:

**1. Definition.** In this Agreement:

- (a) “**Service Provider Confidential Information**” means any technical, business, financial, personal, employee, operational, scientific, research or other information or data of: (1) Service Provider; (2) Service Provider’s subcontractors, suppliers or customers; or (3) the affiliates of Service Provider or its subcontractors, suppliers or customers; in whatsoever form or media, whether in writing, electronic form or communicated orally or visually that, at the time of disclosure or within ten days thereafter is designated as confidential (or like designation) and including:
  - (i) computer programs in any format whatsoever including the object and source therefor, all related documentation, any modifications to such computer programs and documentation and all draft or development versions of such programs, documentation or modifications;
  - (ii) personal information of Service Provider employees, subcontractors, suppliers, agents or representatives;
  - (iii) information relating to the business or affairs of Service Provider including:
    - (1) financial information, purchasing and cost information, price and cost data, price and fee amounts, margins and overheads and quoting, pricing and billing policies, practices, processes and procedures;

- (2) Service Provider forecasts, Service Provider future plans, Service Provider potential strategies, Service Provider budgets and Service Provider investment opportunities; and
- (3) marketing techniques, marketing and development plans, methods of obtaining business and business plans; and
- (iv) information relating to Service Provider's products, services and business processes including information relating to:
  - (1) research and development projects or plans;
  - (2) information technology, business process or other infrastructures, environments, networks or security including architectures, configurations, topologies, products, logs, parameters and controls;
  - (3) Service Provider's business policies, practices, processes and procedures including all policies, practices, processes and procedures relating to security; and
  - (4) Service Provider development tools, know-how, methodologies, templates, processes, technologies or algorithms;

whether communicated before or after the date hereof and whether provided or disclosed, directly or indirectly, by Service Provider or to which the Contractor obtains access, directly or indirectly, through Service Provider and including any such information disclosed by the Province or a Province customer. Service Provider Confidential Information includes documents, working papers, notes, observations, summaries, explanations or other material prepared by any person and derived from the Service Provider Confidential Information.

- (b) **"SIS Project"** means the enterprise student information service for the Pre-K-12 education system in British Columbia and the Yukon and includes, without limitation, the presence of a hosted student information system, application, maintenance and continuous improvement of the application and transition to service delivery and ongoing operations.

## 2. Confidentiality.

- (a) **Protection.** The Contractor agrees to hold the Service Provider Confidential Information in strict confidence, and agrees that it will not disclose, distribute or disseminate the Service Provider Confidential Information, or documents or information derived therefrom, in any way to any third party. Without limiting the generality of the foregoing, the Contractor agrees that it shall treat such information as confidential and with a degree of care no less than the degree of care that the Contractor employs for the protection of its own confidential information of a similar nature. The Contractor will not use the Service Provider Confidential Information for its own benefit or the benefit of others, except in connection with the Business Purpose as expressly authorized in this Agreement.

- (b) **Restriction.** The Contractor also agrees not to copy Service Provider Confidential Information which is in documented form except with the written consent of Service Provider. The Contractor shall not disclose or give access to the Service Provider Confidential Information to any persons other than the Contractor's employees who have a need to know and are identified on Schedule A. Each such employee of the Contractor shall confirm that he or she has read this Agreement and agrees to be bound by the terms of this Agreement as though such employee were a party hereto and shall indicate such agreement in the manner set forth in Schedule A. Any failure of Contractor's employees to comply with the provisions of this Agreement shall be deemed to be a failure of the Contractor to comply with the provisions of this Agreement and the Contractor shall be liable to Service Provider in respect thereof.
- (c) **Exception.** Section 2(a) (**Protection**) and Section 2(b) (**Restriction**) shall not prevent the Contractor from disclosing information that belongs to the Contractor or that the Contractor can reasonably demonstrate:
- (i) was, at the time of disclosure to the Contractor, in the public domain;
  - (ii) after disclosure to the Contractor, is published or otherwise becomes part of the public domain through no fault of the Contractor;
  - (iii) was in the possession of the Contractor at the time of disclosure to the Contractor, and was not the subject of a pre-existing confidentiality obligation;
  - (iv) was disclosed independently to the Contractor by a third party (other than the Province or a Province customer receiving services from Service Provider) who, insofar as the Contractor was aware, was not subject to any confidentiality obligations in respect thereof, and in any event, provided that such information was not of a nature that had it been the confidential information of the Contractor, the Contractor would have required that it be kept confidential;
  - (v) was independently developed by the Contractor without the use of any Service Provider Confidential Information; or
  - (vi) is disclosed with the prior written approval of Service Provider, but only to the extent approved by Service Provider.

This Agreement shall not prevent the Contractor from disclosing Service Provider Confidential Information which is required to be disclosed pursuant to the applicable law of Canada (including pursuant to a requirement of a governmental agency or law of Canada, or any governmental or political subdivision thereof), so long as the Contractor provides Service Provider with prompt written notice of such requirement and takes steps sufficient to allow Service Provider an opportunity to object to such disclosure. Any such disclosure pursuant to applicable law of Canada will only be to the extent legally required and only for the purpose of compliance with applicable law and not for any other purpose.

- (d) **Disclosure to the Province.** Section 2(a) (**Protection**) and Section 2(b) (**Restriction**) shall not prevent the Contractor from disclosing Service Provider Confidential Information to the Province in connection with the Business Purpose.
- (e) **Notification of Unauthorized Use of Service Provider Confidential Information.** The Contractor shall (i) promptly notify Service Provider of any unauthorized possession, use or disclosure, or attempt to effect the same, of Service Provider Confidential Information (“**Unauthorized Disclosure**”), (ii) promptly furnish Service Provider with details of such Unauthorized Disclosure, and assist Service Provider in investigating or preventing any recurrence, (iii) cooperate with Service Provider in any litigation and investigation against third parties deemed necessary by Service Provider to protect the Service Provider Confidential Information, as such litigation or investigation is related to the Unauthorized Disclosure, and (iv) promptly use reasonable efforts to prevent a recurrence of any Unauthorized Disclosure.
- (f) *[Drafting Instruction: where information is provided to an accountant/accounting firm, insert the following paragraph.]*  
**Canadian Institute of Chartered Accountants.** If the Contractor is a member in good standing of the Canadian Institute of Chartered Accountants, or any successor organization, and is acting in such capacity with respect to the Service Provider Confidential Information disclosed to the Contractor in connection with the Business Purpose, then the Contractor may also disclose Service Provider Confidential Information to the extent such disclosure is required under any professional standards promulgated by the Canadian Institute of Chartered Accountants. Any such disclosure pursuant to any professional standards promulgated by the Canadian Institute of Chartered Accountants, or any successor organization, will only be to the extent required under such standards and only for the purpose of compliance therewith and not for any other purpose. In such event, the Contractor shall also be entitled to retain such copies of Service Provider Confidential Information as is necessary to comply with the professional standards described above with respect to the documentation of work performed, which Service Provider Confidential Information shall continue to be subject to the provisions of this Agreement.

**3. Return of Service Provider Confidential Information.** The Contractor shall be entitled to retain one copy of the Service Provider Confidential Information and any working papers of the Contractor related thereto in its files, which Service Provider Confidential Information shall continue to be subject to the provisions of this Agreement. Subject to the foregoing, upon the completion of the Business Purpose or at the request of Service Provider, the Contractor shall return all copies of the Service Provider Confidential Information, and all derivatives thereof, to Service Provider or, at Service Provider' option and direction, shall certify in writing that all copies of the Service Provider Confidential Information have been destroyed. The Contractor may return the Service Provider Confidential Information, or any part thereof, to Service Provider at any time.

**4. No Warranty.** Service Provider makes no representation or warranty, express or implied, with respect to the Service Provider Confidential Information and accepts no responsibility for any expenses, losses, or actions incurred or undertaken by the Contractor as a result of the receipt or use of the Service Provider Confidential Information.

**5. No Further Rights.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in the Service Provider Confidential Information except as expressly provided herein.

**6. Injunctive Relief.** The Contractor acknowledges and agrees that the Service Provider Confidential Information is the confidential, proprietary and trade secret information of Service Provider or its subcontractors, suppliers or customers or of its or their affiliates and that the unauthorized use or disclosure of the Service Provider Confidential Information could cause irreparable harm and significant injury to Service Provider for which Service Provider would have no adequate remedy at law. Therefore, Service Provider shall have the right, in addition to any other rights Service Provider may have at law or in equity, to seek immediate injunctive relief enjoining any breach or potential breach of this Agreement by the Contractor. The Contractor hereby waives the necessity of the posting any form of bond relating to the issuance of injunctive relief.

**7. Media Releases.** No media releases, public announcements or disclosures relating to this Agreement, its subject matter or the Service Provider Confidential Information shall be issued by the Contractor without the prior written approval of Service Provider.

**8. Miscellaneous.**

- (a) Each of the parties hereto will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.
- (b) No delay or omission by Service Provider to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available at law, in equity or otherwise.
- (c) Any notices required by this Agreement shall be given in hand or sent by courier, to the applicable address set forth below the names of the parties on the signature page of this Agreement. Either party may from time to time specify as its address for purposes of this Agreement any other address upon giving written notice thereof to the other party.
- (d) Subject to the express limitations set out in this Agreement, this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- (e) The word “includes” and words derived from the word “include” are used for illustrative purposes only and are not meant to be limiting.
- (f) This Agreement (i) is the complete and exclusive statement between the parties with respect to the protection of the confidentiality of the Service Provider Confidential Information, (ii) supersedes all related discussions and other communications between the parties, (iii) may only be modified in writing by authorized representatives of the parties, and (iv) shall be governed by the laws of the Province of British Columbia.
- (g) This Agreement may be signed in counterparts and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

**IN WITNESS WHEREOF**, Service Provider and the Contractor have each caused this Agreement to be signed and delivered as of the date first set forth above.

***[Service Provider]***

By: \_\_\_\_\_

Name:

Title:

***[Contractor]***

By: \_\_\_\_\_

Name:

Title:

**HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA,  
as represented by the Minister of Education**

By: \_\_\_\_\_

Name:

Title:

## SCHEDULE A

### Contractor employees granted access to Service Provider Confidential Information

Designated Persons:

NAME

INITIALS

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Agreement and agrees to be bound by such restrictions)

1. John Smith – ABC Inc.

\_\_\_\_\_

## SCHEDULE 7

### **COMMUNICATIONS PLAN AND PROCESSES** (Section 7.3)

1. **Purpose of Schedule.** This Schedule defines and describes the approach the Service Provider will use in connection with communications to Province Customers.

2. **Direction of the Province.** The Service Provider will follow the Province's prescribed policies and direction regarding development, content and distribution of verbal and written communications in connection with this Agreement with the Province Customers, the public and the media.

3. **Resources.** Both Parties will:

- (a) provide the appropriate staff resources necessary to communicate on a regular basis through routine meetings and written documentation of meeting outcomes as required; and
- (b) work collaboratively to ensure that any review and approval processes do not unduly delay development, completion or distribution of communications.

The Province will assign one individual to act as its primary liaison with the Service Provider with respect to communications with stakeholders, media and the public ("**Province Communications Lead**").

The Communication Plan may be modified and supplemented during the course of the Term pursuant to the Change Order Process to better facilitate the effective communications necessary to the success of this Agreement.

4. **Service Provider Communication with Stakeholders.** The Service Provider will, for approval by the Province, prepare a detailed form of the Communications Plan, with preparation to be completed in accordance with the timing set out in the Start-Up Plan contemplated in Schedule 2, Part 1 (*Transition Services*). Upon approval of the Communications Plan, the Service Provider will implement same. Thereafter, the Parties will annually (or more frequently, if agreed) review and, if agreed, amend and supplement the Communications Plan.

5. **Public Communications.** The Parties will jointly develop a communication strategy to deal with the public. The Parties acknowledge and agree that press releases issued individually or jointly shall be issued in accordance with Section 7.2 (*Publicity*) of the Agreement. The Service Provider will refer any inquiries from the public or governmental bodies related to this Agreement to the Province Communications Lead, or as otherwise directed by the Province.

6. **Media Contact.** The Service Provider will not initiate or respond to calls from the media concerning any aspect of the Agreement or the Services, unless specifically authorized by the Province in writing to do so. The Service Provider will immediately refer any calls from the media to the Province Communications Lead, or as otherwise directed by the Province.

7. **Branding.** See Section 7.1 (*Service Provider Marks*) of the Agreement.



## SCHEDULE 7

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7. **Branding.** See Section 7.1 (*Service Provider Marks*) of the Agreement.

## **SCHEDULE 8**

### **GOVERNANCE**

#### **(Article 8)**

#### **1. Purpose and Guiding Principles.**

##### **1.1 Purpose**

This Schedule sets forth the governance channel, processes and procedures for the effective implementation and management, both strategically and operationally, of the Agreement in a timely manner that maximizes performance and contract success for the Province and Service Provider.

##### **1.2 Objectives of the Governance Framework**

The primary objectives of the governance framework set out in this Schedule are to:

- (a) ensure effective and timely oversight, performance management, and decision-making through clearly defined roles and responsibilities and reporting mechanisms;
- (b) identify opportunities to leverage common needs to the mutual benefit of the parties;
- (c) establish effective governance processes that provide for sincere dialogue and rapid escalation of relationship problems;
- (d) effectively identify and resolve difficult issues through a process of cooperative and amicable interest based negotiations involving timely escalation through a series of governance levels; and
- (e) ensure that an effective relationship management process exists including communication, decision making, reporting, measurement, issue resolution and dispute resolutions processes.

##### **1.3 Guiding Principles**

The parties agree to adhere to the following guiding principles for governance:

- (a) utilize transparency and market forces where and as defined in the Agreement in order to ensure that the financial aspects of the Agreement provide demonstrable value for money;
- (b) proactively identify sources of disagreement and discord and take timely action before they become matters of dispute;
- (c) where possible, resolve issues through a process of cooperative and amicable discussions and negotiations; and
- (d) ensure that the governance processes and procedures enable the parties to:
  - (i) understand and execute their responsibilities and accountabilities under the Agreement;

- (ii) work co-operatively together over the Initial Term and Renewal Term, subject to the specific rights of a Party under the Agreement;
- (iii) develop and maintain high quality relationships; and
- (iv) accommodate the lifecycle of the Agreement and adapt to changing environments.

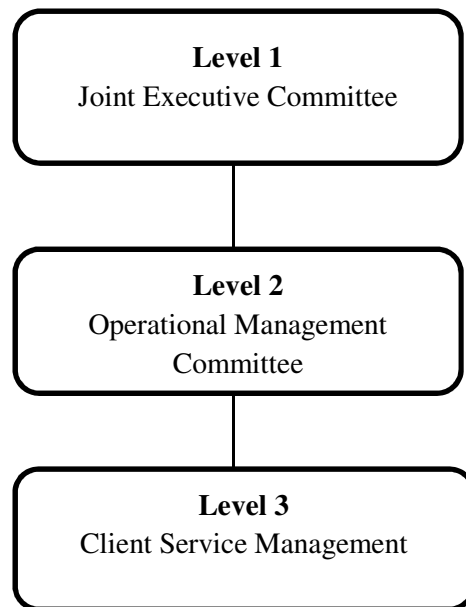
#### 1.4 Participation in Governance Process

The parties agree that they will each utilize the Governance Process in accordance with the provisions of this Schedule including requiring each of its representatives to attend meetings and to participate in the activities of the committees and other groups of which they are members in accordance with this Schedule.

### 2. Governance Framework.

#### 2.1 Overall Governance Structure

The overall governance structure is as depicted in the diagram below (the “**Governance Chart**”):



#### 2.2 Governance Levels

The parties agree that there will be three levels of governance for the relationship between the parties as set out in the Governance Chart (i.e. Levels 1 to 3).

#### 2.3 Joint Executive Committee (Level 1)

The parties hereby establish an executive governance committee (the “**Joint Executive Committee**” or “**JEC**”) with the mandate to provide, among other things, executive oversight and strategic direction, and set priorities for guiding the relationship under the Transaction Agreements. Other particulars with

respect to the JEC, including the composition, role, responsibilities and authority of the JEC, are set out in Exhibit 1 to this Schedule.

#### 2.4 **Operational Management Committee (Level 2)**

The parties hereby establish an operational management committee (the “**Operational Management Committee**” or “**OMC**”) with the mandate to, among other things, operationalize this Agreement. Other particulars with respect to the OMC, including the composition, role, responsibilities and authority of the OMC, are set out in Exhibit 2 to this Schedule.

#### 2.5 **Client Service Management (Level 3)**

- (a) The Province will assign one individual to act as its primary liaison with Service Provider with respect to this Agreement and the Services at the operational level (“**Province Lead Representative**”).
- (b) Service Provider will assign a client service manager to the Province (the “Service Provider Client Service Manager”) and such individual will act as the primary liaison with the Province (through the Province Lead Representative) with respect to this Agreement and the Services at the operational level.
- (c) The Province Lead Representative and the Service Provider Client Service Manager will meet and communicate regularly and on an ad hoc basis as required to ensure the success of the relationship of the Parties under this Agreement at the operational level, including to discuss operational and contractual issues.
- (d) Subject to the Dispute Resolution Process, operational issues and problems involving the Province and Service Provider will be escalated in accordance with the Operational Escalation Matrix, as further described in Section 9.

### 3. **Transition Governance.**

The Transition will be managed and governed in accordance with Part 1 of Schedule 2 (*services*) of the Agreement.

### 4. **Supporting Resources.**

- 4.1 The JEC and the OMC will be supported by appropriate staff assigned by each of their respective Co-Chairs.
- 4.2 Notwithstanding that a Schedule may set out the specific participants or members of a governance body, a party shall be entitled to have any support personnel and subject matter experts it deems necessary attend a meeting of such body as a representative of the party. Such support personnel and subject matter experts shall be in addition to, and not in substitution for, the participants named in a Schedule. If a party intends on inviting a support person or a subject matter expert to attend a governance meeting, the party will provide the other party or parties, as applicable, with prior notice in writing of that the individual who will be attending and the purpose for such individual attending. No competitor of Service Provider will be entitled to attend a governance body meeting unless Service Provider consents to such competitor attending, which consent Service Provider may withhold in its absolute discretion.

## **5. Working Groups.**

- 5.1 The JEC and the OMC may from time to time form working groups (“**Working Groups**”) for any purpose such committees agree is appropriate, taking into consideration their governance mandate and any applicable terms, conditions or restrictions set out in the Agreement.
- 5.2 Working Groups will be comprised of the individuals as determined by the committees so forming such Working Groups. The committees who form a Working Group may from time to time change individuals or replace individuals in such Working Group.
- 5.3 The responsibilities, authority and decision and meeting process of a Working Group will be as determined by the committee so forming it.
- 5.4 The JEC and the OMC may delegate any of their respective roles, responsibilities and functions to any Working Groups they form.
- 5.5 Working Groups will operate subject to and in accordance with:
  - (a) the terms of this Agreement; and
  - (b) the decisions and the direction of the committee who formed them.
- 5.6 The Working Groups will meet as needed and will document their actions and decisions.
- 5.7 In the event that issues are raised which either or both of Service Provider and the Province do not consider have been appropriately addressed after reasonable efforts by the Working Group, such issues may be escalated and will be addressed by referral to the committee who so formed it in a prompt manner and no later than the next joint meeting of such committee.

## **6. Decision Making.**

All the committees shall endeavour to make decisions on a consensus basis. In the absence of consensus the co-chairs of the committees shall determine the decision.

## **7. Meeting Protocols.**

- 7.1 The parties acknowledge and agree that, to the extent possible, all governance meetings should follow the following standard business practices for meeting etiquette:
  - (a) all meetings will have meeting minutes, which shall be distributed to the members as soon as possible after the meeting; and
  - (b) to the extent possible the meetings of committees and other groups will be held in-person, provided that the members of a committee or other group may hold their meetings by way of video conference, telephone conference or any other communication facility where all persons participating in the meeting can hear each other and make themselves heard.

**8. Annual Review of the Governance Structure.**

- 8.1 The overall governance structure under the Transaction Agreements will be reviewed by the JEC on annual basis throughout the Initial Term to monitor and potentially enhance the effectiveness of the structure and processes in order to enable the parties to:
- (a) clearly understand and execute their responsibilities to one another under the Agreement;
  - (b) work co-operatively together over the Initial Term and Renewal Term;
  - (c) have a governance structure for the Agreement that is practical, timely and effective; and
  - (d) facilitate the effective roll-out of vertical and horizontal solutions that drive benefits for the Province.

**9. Operational Contracts and Escalation.**

- 9.1 The Service Support Procedures shall include a detailed operational escalation matrix with respect to Service Provider contacts. Notwithstanding the Change Process, Service Provider may update the information set out in the operational escalation matrix from time to time by providing written notice to the Province, together with an updated version of the operational matrix, at least five Business Days in advance.
- 9.2 The Province will provide to Service Provider a document setting out an operational escalation matrix with respect to its contacts that corresponds with Service Provider escalation matrix set out in the Service Support Procedures. Notwithstanding the Change Process, Province may update the document it provided to Service Provider setting out its operational escalation matrix from time to time by providing written notice to Service Provider, together with a copy of the updated document, at least five Business Days in advance.

**10. Miscellaneous.**

- 10.1 Where a governance body described in this Schedule contains a reference to a particular position, ministry, department, business unit and such position, ministry, department or business unit is renamed, replaced or superseded during the Initial Term or Renewal Term, whether as a result of a reorganization or otherwise, the reference in this Schedule shall be deemed to be amended to refer to the new name or the applicable functional replacement or successor.

**EXHIBIT 1**  
**JOINT EXECUTIVE COMMITTEE**

**Members:** Province: Assistant Deputy Minister, Business Technology and Online Services Division; Director, Student Certification Branch; Strategic Partnerships Office Deal Lead, a representative from the Executive Steering Committee

Service Provider: Senior VP Western Canada and Senior Sales Director Western Canada

Assistant Deputy Minister, Business Technology and Online Services Division and the Senior VP Western Canada of Service Provider each may, on advance notice to the other, invite ad hoc representatives of such party or parties to attend meeting of the JEC.

**Co-Chairs:** Assistant Deputy Minister, Business Technology and Online Services Division and the Senior VP Western Canada

**Purpose:** The roles and responsibilities of the JEC include:

- To monitor the health and achievements of the contractual relationship between the parties under the Agreement;
- To review, comment and provide suggestions/direction on the progress report and year end performance reports presented by the various Co-Chairs of the supporting committees;
- To review and approve the Annual Operating Plan;
- To review the effectiveness of the overall governance structure supporting the Agreement and to make adjustments when and where necessary;
- To set the strategic direction for the relationship;
- To clear material roadblocks in the relationship;
- To act as a final dispute resolution mechanism in the Governance Process; and
- Any other roles and responsibilities of the JEC set out in the Agreement.

**Reports to:** N/A (This is the highest level of governance)

**Authority:** The JEC has authority to, among other things:

- Resolve Disputes escalated to the JEC in accordance with Dispute Resolution Process or otherwise;
- Approve each Annual Operating Plan;
- Make final decisions on relationship changes; and
- Make decisions on changes to the Governance Process.

**Timing:** The terms of reference for the JEC will set out a schedule for meeting of the JEC. In addition, either Co-Chair may call a meeting of the JEC at any time by providing at least 7 days prior notice to the other Co-Chair.

**Organization:** Co-Chairs will establish terms of reference for the JEC, which will address, among other things, the timing and format for meetings of the JEC, and will review and, to the extent the Co-Chairs determine necessary, revise such terms of reference from time to time.



**EXHIBIT 2**  
**OPERATIONAL MANAGEMENT COMMITTEE**

**Members:** Province: Director, Business Management; Manager, Application Services; Director, Common Business Initiatives, and the Chair of Service Management Committee

Service Provider: Sr. Director Service Delivery, Operations Manager, Delivery Manager, Victoria Location

The Director, Business Management on behalf of the Province and Delivery Manager, Victoria Location on behalf of Service Provider each may, on advance notice to the other, invite ad hoc representatives of such party or parties to attend a meeting of the OMC.

**Co-Chairs:** The Director, Business Management on behalf of the Province Delivery Manager, Victoria Location on behalf of Service Provider

**Purpose:** The roles and responsibilities of the OMC include:

- To generate dashboards and other reports for the JEC;
- To provide governance support and issues tracking;
- To proactively seek opportunities to leverage horizontal and vertical needs of the Province;
- To monitor Service Provider's performance under this Agreement;
- To receive and review monthly service level reports;
- To operationalize each of the service elements of this Agreement as to ensure that deliverables are delivered on time and within budget;
- To educate stakeholders through appropriate forums on the salient business aspects of the overall agreement;
- To achieve annual performance metrics for their particular service elements as set out in the Agreement;
- To assist in the preparation by Service Provider of Annual Operating Plans and review each Annual Operating Plan once complete;
- To reviewing the annual review report described in Article 10 (*Reporting and Annual Operating Plan*) of the main body of this Agreement;
- To determine the format and methodology for tracking and maintaining record of all changes made under Section 5.2 (*Record of Changes*) of the Agreement;
- To annually review Service Levels, generally available information indicating industry-wide improvements in delivery of substantially similar services; and improved performance capabilities, including those associated with advances in technology and processes used to provide the Services in accordance with Section 6.3 (*Review and Changes to Service Levels*) of the Agreement;

- To identify and manage impending change including the Change Order Process;
- To review any Service Level Failure Remediation Plans prepared by Service Provider;
- To review and approve any direction delivered by the Province requesting that a person in a Key Position be removed from such Key Position;
- To maintain effective and positive joint relations at the operational level;
- To resolve operational issues as quickly as possible;
- To escalate unresolved issues to the JEC;
- To undertake course corrections when necessary at the operational level to address needs and/or concerns within the framework of the Agreement; and
- To continuously look for new ways to deliver business value, including identifying opportunities to improve efficiency and solve new business problems, including discussing innovative and emerging ideas and strategies relating to the services, including the potential introduction of new technologies; and
- Any other roles and responsibilities of the OMC set out in the Agreement.

**Reports to:** JEC

**Authority:** The OMC has authority to, among other things:

- Resolve Disputes escalated to the OMC in accordance with Dispute Resolution Process or otherwise; and
- Approval of any direction delivered by the Province requesting that a person in a Key Position be removed from such Key Position.

**Timing:** The terms of reference for the OMC will set out a schedule for meetings of the OMC. In addition, either Co-Chair may call a meeting of the OMC at any time by providing at least 7 days prior notice to the other Co-Chair.

**Organization:** The terms of reference for the OMC are set by the JEC and will address, among other things, the timing and format for meetings of the OMC.

## SCHEDULE 9

### KEY POSITIONS

The following Service Provider positions are designated as Key Positions and are subject to the provisions of Article 8 of the Agreement:

With respect to the Service Provider Key Positions in Table 1 below, Service Provider shall use reasonable efforts to maintain the initial incumbent for the minimum initial periods of the Agreement from the Effective Date and for the minimum initial period specified below Table 1 (subject to the occurrence of any unforeseen events/circumstances). For greater clarification, after the expiry of such minimum initial period, any replacement appointments in any such Service Provider Key Positions shall not be required to remain in such Service Provider Key Position for any minimum period. Notwithstanding the foregoing Service Provider shall use reasonable efforts to maintain continuity in such positions as contemplated under Article 8 of the Agreement.

**Table 1 – Service Provider Key Positions and Minimum Initial Period**

Service Provider Personnel	Description of Service Provider Key Position*
Sect 22	Account Manager – overall responsibility for communication and the satisfaction of the Ministry, final escalation point for issue resolution.
	Contract Manager – responsible for contract level communication, escalated issue resolution and overall quality assurance.
	Senior Transition Manager with the responsibility for ensuring that processes, data and other key items are transitioned effectively.
	Change Management Lead – responsible for supporting change management and transformation within school districts based on new business practices.
	Service Delivery Manager with day-to-day responsibility for ensuring that processes are in place to provide consistent service quality. Responsible for service levels and issue resolution.
	Privacy and Security Officer responsible for the delivery of a comprehensive information security and privacy program.

**\* The Parties acknowledge and agreement that the minimum period of time that the Service Provider will maintain the Service Provider Personnel in the Service Provider Key Poitions set forth above shall be two and one half years from and after the Effective Date.**

The Service Provider will, in accordance with the provisions of Section 8.8 of the Agreement, obtain the Approval of the Province to appoint a new person to fill a vacancy in such Key Positions.

## **SCHEDULE 10**

### **REPORTING REQUIREMENTS** **(Article 10)**

#### **1. Purpose of Schedule.**

This Schedule outlines the general reporting requirements for the Service Provider during the Term of the Agreement.

#### **2. Definitions.**

Capitalized terms used in this Schedule will have the meanings set forth in this **Schedule 10** (*Reporting Requirements*) and capitalized terms not defined herein will have the meanings set forth in **Schedule 1** (*Definitions*) to the Agreement.

#### **3. General.**

At all relevant times during the Term, the Service Provider will prepare or cause to be prepared and will provide to the Province in accordance with the provisions of this **Schedule 10** (*Reporting Requirements*) all reports and other deliverables as contemplated herein. The Service Provider will prepare and provide to the Province updates of such reports at such times as reasonably requested by the Province in accordance with the Change Order Process.

#### **4. Guiding Principles to Reporting.**

The Service Provider acknowledges and agrees that the Province expects the reporting and informational requirements of the Province under this Agreement will evolve during the Term, that reporting and informational requirements are intended to achieve the best value for reports to the Province in light of the circumstances applicable from time to time. Ordinary course changes to reporting and informational requirements, where the work effort for the Service Provider may be accommodated in the ordinary course of the Services, will not require a Change Request and will not increase the Fees; all other changes to the reporting and informational requirements will require a Change Request. In addition, the Service Provider will, from time to time, as the circumstances may render necessary or desirable, provide suggestions to the Province as to improvements, enhancements and changes to the reporting and informational requirements, for the Approval of the Province.

The Service Provider acknowledges and agrees that all planning, budgeting and reporting required pursuant to the terms of this Agreement will:

- (a) be in accordance with any specific requirements as to timing, format and content set out herein;
- (b) be timely, comprehensive and will contain accurate and complete information;
- (c) contain such information as is reasonably necessary to allow the Province to fully monitor the Service Levels and the provision of the Services;
- (d) be consistent with plans and budgets from time to time adopted by the Province; and

- (e) updated from time to time as set forth in this **Schedule 10** (*Reporting Requirements*) and the Agreement (including, for greater certainty the Schedules to the Agreement).

## **5. Support for the Production of Province Reports.**

The Service Provider will provide support to the Province for the Province's production of reports that are required to be delivered by the Ministry, internally within the Province. The Service Provider will support the gathering of the information for design and production of Province reports. The Province reports known at the Effective Date include the following:

- (a) Office of the Comptroller General reporting obligations as set out in relevant policies standards including:
  - (i) *Financial Administrative Act* (British Columbia), and
  - (ii) *Core Policy Manual* (includes budgeting forecast requirements);
- (b) *Auditor General Act* (British Columbia) reporting obligations as set out in relevant policies standards;
- (c) privacy reporting obligations as set out in related legal, regulatory and policy (e.g., *Freedom of Information and Protection of Privacy Act* (British Columbia)) including:
  - (i) adherence to security standards,
  - (ii) freedom of information reporting requirements;
- (d) CIO policies and standards;
- (e) Risk Management Branch policies and standards;
- (f) reporting on the success of the relationship and realization of benefits for the following:
  - (i) Treasury Board,
  - (ii) Cabinet,
  - (iii) Office of the Auditor General,
  - (iv) Office of the Comptroller General,
  - (v) the public,
  - (vi) the Ministry, and
  - (vii) the Joint Executive Committee.

## **6. Production of Standard Reports by Service Provider.**

The Service Provider will provide reports as required:

- (a) by the Agreement;

- (b) by any statement of work contemplated under the Agreement;
- (c) as set out in Table 1 below;
- (d) as set out in Table 2 below; and
- (d) in conjunction with Service Level reporting.

**7. Monthly Reporting – Performance.**

With respect to the performance of the system in production, Service Provider will submit a standard set of reports to the Province by the tenth business day of each calendar month. This standard set of reports will consist of those reports identified in Section 10 as being produced monthly.

**8. Monthly Reporting - Change Requests.**

With respect to Change Requests (proposed, approved, active and resolved), the Service Provider will submit a report to the Province by the tenth business day of each calendar month. These reports will provide a status update in a format to be agreed to by the Parties and will reflect the progress, issues and resolutions relating to change requests active in the prior month.

**9. Annual Operating Plan.**

The Service Provider will, with the co-operation and assistance of the Province, prepare and provide to the Province the Annual Operating Plan in accordance with Sections 10.5 (*Annual Operating Plan*) to 10.7 (*Annual Confirmation*) of the Agreement.

**10. Required Reports, Plans and Other Documentation.**

**Table 1 – Reporting Requirements – List of Reports**

Report	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
Audit report	RFP App G2.7	Security report describing who changed data and activity (change, delete)	Ministry	Physical or electronic	As requested	As described in schedule 13 Personal Information Protection and Security
Catalogue Service uptake	Schedule 2 Part 3	Report on number of catalogue service requests	Ministry	Electronic	Monthly and YTD	List of catalogue service requests, with cost, by school district, with total cost.
Monthly Operational Service Report (MOSR)	RFP App 11.1(f) Incident Management Sched 2 part 2 App1 Section 12.2 (c) [incident management] (g) test results	All on-going service activities of the previous month	Ministry	Electronic	Monthly	1.0 Exec Summary 2.0 Service Level Management 2.1 Service Health Summary 2.2 Service Level Dashboard (all SLA's) 3.0 Service Support Management 3.1 Business Event Support (calendar of annual school calendar of key business events and business event support summary) 3.2 Change Event (calendar of events, description - planned changes, releases, SD refresh, etc. - annual school year calendar) 3.3 Training Event Calendar (annual school calendar, event description, metrics on attendance) 3.4 Maintenance Windows (scheduled/unscheduled changes) 3.5 Incident, Problem, and Management 3.6 Service Request Management 3.7 Release Management (annual school year calendar) 3.8 Data Exchange



Report	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
						<p>Summary</p> <p>4.0 Change Request/On Demand Service Summary</p> <p>Appendix A - Service Level Detail (graphics for all SLA's over a 12 month rolling period)</p> <p>Appendix B - School Statistics (by SD, # schools, active students, non-active students, archived students, users)</p> <p>Appendix C - Business Activity Charts (over the school year calendar - graphical reports outlining activities in key areas such as concurrent users/total logons and other key business events)</p>
Service Requests	Sched 2 Part 2 App 1 Section 8.4	Report of service request process, escalations and Service Levels	Ministry	Electronic	Monthly	Total number of service requests opened, closed and carried forward each month, but service request type. Included in the MOSR
Level 1 capability	RFP App II.2	Report on capability of Level 1 Service Desk personnel	Ministry	Electronic	Monthly	Total number of calls, by district, sent to Level 2 service desk, number and % that should have been resolved by Level 1. Included in the MOSR
Service Levels	Article 6.5 Sched 2 Part 2 App 1 Section 9.1 (b) (viii)	Report on all service levels	Ministry	Electronic	Monthly (unless sooner requested by the Province) In the case	<p>SIS response time</p> <p>Service restoration time, for each priority level</p> <p>Availability</p> <p>Service Desk call direction</p> <p>Service Desk response time</p> <p>Incident classification</p> <p>Resolution time, by priority</p> <p>For any failures, detail regarding the particulars of the failure, a description of the measures taken or to be taken by the Service provider to rectify and remedy the failure, and the timeline in which such measures were or are expected to be taken by the Service Provider.</p> <p>Included in the MOSR</p> <p>Report on service level compliance</p>
Problem Alert and	Article 6.6	Material Service Level	Ministry	Electronic	Immediately	Particulars of the Problem (problem description,

Report	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
Escalation		failures/Problem				impacts and remedies) and reported in the MOSR
Training Logistics	Sched 2 Part 2 App1 1 Section 11.1 (m) (iv)	Report on course and student attendance and performance	Ministry SDs	Electronic	Monthly	Number of students for each course and location, by district. Included in the MOSR
Loss of Data/Data Integrity	RFP App J 11	Any loss of data or corruption of data caused by the Service Provider	Member of OMC	Electronic/verbal	Immediately and monthly	Included in the MOSR
Ordinary Course changes	Article 5.1	Record of all Ordinary Course Changes	Ministry	Electronic	Quarterly	A summary of all Ordinary Course Changes in the previous quarter.
Taxes	Article 12.4	Report of all taxes related to the services	Ministry of Finance ?		Monthly	
Service Continuity Plan	Article 14.6(h)	Report of results of Service Continuity Plan	Ministry	Electronic	Within 30 days of any testing	Results of Service Continuity Plan testing including any deficiencies identified, the Service Provider's proposed action plan, assigned responsibilities and timelines
Actual Disaster	Article 14.7(e)	Root cause of disruption	Ministry	Electronic	Within 30 days of the recovery of the Services as a result of implementing the Service Continuity Plan	Details of the root cause of the disruption, the steps taken by the Service Provider in respect thereof, and any recommendations with respect to improving the Service Continuity Plan (including the responsibilities and timelines referred to therein)
Technology Improvements and Currency	Article 15.1	Actions taken to maintain currency	Ministry	Electronic	Quarterly and at the end of each Contract Year	Actions or steps the Service Provider has taken to meet its obligations under this section
Force Majeure	Article 26.1	Notice of Force Majeure Event	Ministry	Electronic	Promptly in anticipation or on occurrence, and with reasonable frequency during the continuance	Particulars of the event, including details of the nature of the event, its expected duration and the obligations under the agreement that will be affected by the Force Majeure Event
Labour Disruption	Article 26.6	Status reports	Ministry	Verbal/electronic	On a timely basis	Reasonable reports with respect to the status
Privacy Impact Assessment	Sched 13 Article 8		Ministry	Electronic	During transition and before any material changes to the Services	As per the government standard.
Security	Sched 13,		Ministry	Electronic	During transition	As per the government

Report	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
Threat and risk Assessment	Article 9				and prior to any material change to the delivery of services	standard.
Compliance Certificate	Sched 13 Article 13	Certificate of compliance with this Schedule and all related provisions	Ministry	Electronic	From time to time, on the Province's request	In a form and content to be specified by the Province
Confidentiality Agreements	Sched 13 Article 19	Confidentiality agreement signed by all Access Personnel	Ministry	Writing	Before access to Personal Information and annually thereafter	Form set out in Sched 13
Access Personnel	Sched 13 Article 23	Detailed records of Access Personnel activities in relation to their access to Personal Information	Create and maintain			Information described in Sched 13, article 25
Access to Personal Information	Sched 13 Article 24	Detailed records of all activities involving access to Personal Information	Create and maintain			Information described in Sched 13, Article 25
Equipment containing Personal Information	Sched 13 Article 26	Records necessary to identify Personal Information and the hardware that contains it	Maintain			As described in this article
Notification of irregular actions	Sched 13 Article 28	Notification of irregular actions, access, copying or other activities with respect to Personal Information	Ministry	Electronic	Immediate/automatic, where possible	
Changes to Privacy Compliance Plan	Sched 13, Article 48	Detailed records logging any changes to the plan	Ministry	Electronic/verbal	promptly	
Notice of security breaches	Sched 13, Article 49	Notification of unauthorized access, collection, use, disclosure, alteration or disposal of personal information or unauthorized access to facilities or equipment	Ministry	Verbal/writing	Immediate notification, as soon as practicable in writing	
Notification	Sched 13,		Ministry	Electronic	Immediately on	Information described in

Report	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
of foreign demand for disclosure	Appendix A, Article 16				receiving the request	section 30.2(3) of the FOIPP Act
Notice of unauthorized disclosure	Sched 13, Appendix A, article 17	Notification described in section 30.5 of the FOIPP Act	Ministry	Electronic	Immediately	
Notice of non-compliance	Sched 13, Appendix A, Article 21		Ministry	Electronic	Promptly	Particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address or prevent recurrence.
Monthly Operations Update		To communicate operations summary to districts	Districts	Electronic	Monthly	Power point report outlining monthly statistics for Business Events, Change Events, SIS Software Changes, Load Testing, User Access, and SIS Statistics.
Completion Certificate for Facilities Readiness	Sched 2 Part 1 App 2 Section 3.8(a)		Ministry	Electronic	Mar 31, 2014	Signed by Service Provider that evidences all Deliverables and activities in respect of the services described in Section 3 of Schedule 2, Part 1 App 2 have been delivered and completed
Completion Certificate for L2 Service Desk Readiness	Sched 2 Part 2 App 2 Section 4.1(f)		Ministry	Electronic	Mar 31, 2014	signed by the Service Provider that evidences all Deliverables and activities in respect of the establishment of the services described in this Section 4.1 and 4.2 have been delivered and completed.
Certificate of Completion of Start-up Services	Sched 2 Part 1 App 2 Section 7.1(b)		Ministry	Electronic	Mar 31, 2014	Certificate of Completion of Transition Final acceptance criteria Results from transition Summary of acceptance testing Remediation plans for any outstanding issues, and as described in the Schedule
Certificate of Completion for Application Readiness	Sched 2 Part 1 App 2 Section 5.13		Ministry	Electronic	Mar 31, 2014	Signed by the Service Provider that evidences all Deliverables and activities in respect of the Application described in this section 5 have been delivered and completed
Weekly Statistical Report	Proposal 4.2	Weekly user activity, student count report	Ministry	Electronic	Weekly	Include data on Number of Schools in BC and Yukon, Schools in SIS with Active, Non-active and Archived students,

Report	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
						Enrolled Students in BC and Yukon, Active, Non-active and Archived Students in SIS, Number of User Logon Sessions, Number of SIS Reports Run, Maximum SIS User Connections, Total Number of Students by Board, Number of Students by School, and Completion Summary.
Weekly Status Report	Sched 2 Part 1 App 2 section 10.3(a)		Ministry (JTSC)	Electronic	Weekly, through transition	Status Report format showing project dashboard, activities completed, plans for the next period and issues.
Satisfaction Surveys	Sched 2 Part 2 App 1 Section .3	To assist in determining customer satisfaction of the Service	Ministry Districts	Electronic	Quarterly or as directed by the Ministry	Summary of client feedback on satisfaction surveys
Infrastructure Reporting	Sched 2 Part 2 Appendix 1 Section 1.1(b)					In MOSR
Server Monitoring and Reporting	Sched 2 Part 2 Appendix 1 Section 1.1 (d)					In MOSR
Network Monitoring and Reporting	Sched 2 Part 2 App 1 Section 3.2(b)					In MOSR
Incident Management	Sched 2 Part 2 App 1 Section 8.3	Report all incidents in accordance with the Problem Management Procedures, including post incident reviews	Ministry		As required	In MOSR
Change Management	Sched 2 Part 2 App 1 Section 8.5	Report all change management services	Ministry		As required	In MOSR
Configuration Management	Sched 2 part 2 App 1 Section 8.6	Reporting on a configuration item	Ministry		As required	In MOSR
Baseline Application Configuration Report	Schedule 2 Part 1 App 3 Section 5.2		Ministry	electronic	Feb 6, 2014	Aspen configuration output

Report	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
Service Support Procedures	Sched 2 part 1 App 2 Section 4.2	Provides Priority Level definitions, procedures and timing for escalation of problems and incidents	Ministry	electronic	March 31, 2014	As described in the section
Operational Procedures Manual	MSA 3.10	Details and comprehensive operational procedures with respect to the Services	Ministry	electronic	Within 30 days of Service Commencement	As described in section 3.11

**Table 2 – Reporting Requirements – List of Plans**

Plan	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
Acceptance Test Plans	Sched 2 Part 5 section 4.1 and 5.1	Defines the test cases to be performed in order to determine if the Acceptance Criteria have been met.	Ministry	Electronic	As defined in the Milestones and Deliverables table.	Component of Transition Plan
Annual Operating Plan	Article 10.5		Ministry	Electronic	As per 10.6	As described in 10.5
AOP Certificate	Article 10.7	Certification of activities of the previous year	Ministry	Electronic	As per 10.6	Content described in 10.7
Assessment of Production Readiness Plan	Sched 2 Part 1 App 2 Section 1.1(b)(iv)		Ministry	Electronic	As defined in the Milestones and Deliverables table.	Summary of activities to be undertaken by the Service Provider to demonstrate the Start-Up Services have been completed and Implementation and Ongoing Services may begin
Availability Management Plan	Sched 2 Part 1 App 2 Section 3.5(c)	Plan for ensuring adequate service availability	Ministry	Electronic	Mar 31, 2014 and updated annually	Processes includes: Defines availability management methodology, design and processes to maximize the availability of the SIS, minimize the impact of an incident, and quickly recover from an incident
Capacity Management	Sched 2 Part 1 App 2 section 3.5(e)	Plan for ensuring adequate	Ministry	Electronic	Mar 31, 2014 and updated annually	Defines the capacity management methodology

Plan	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
		e service capacity to accommodate operations and growth				and processes used to identify the current and predicted demand for the Services, including network bandwidth requirements, and provide the impact assessment which identifies the effects of new business requirements to the current application and Infrastructure key elements of service capacity and annual detailed analysis of performance and planned capacity as required for the Service Provider to meet Service Level Requirements, in a form, format and with content approved by the Province
Change Management Plan	Sched 2 Part App 2 Section 2.1(a)	describes the approach and activities related to managing change for School Districts and other affected	Ministry	Electronic	As defined in the Milestones and Deliverables table.	<ul style="list-style-type: none"> <li></li> </ul>



Plan	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
		stakeholders				
Change Management Communication Plan	Schedule 2 Part 1 Appendix 2 Section 2.1 (b)	Communication Plan for change	Ministry	Electronic	As defined in the Milestones and Deliverables table.	Describes communication activities and approach for the Change Management Plan
Communications Plan	Sched 7	Annual communication plan prepared by service provider and approved by Ministry.	Ministry (for approval)	Electronic	Updated as needed, but at least annually	<p>Plan will document the needs and interests of all parties:</p> <ul style="list-style-type: none"> <li>Ministry (Educational, Administrative, and Technical branch Managers and Support Staff);</li> <li>Districts (Superintendents of Achievement, Directors of Instruction/Innovative Learning and Technology Integration, Secretary Treasurer, and District level administrative Support Staff; and</li> <li>Schools (Administrative Officers/ Principals and other School administrative</li> </ul>

Plan	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
						<p>Staff, Teachers, Support Staff, Students; Parents; Community).</p> <ul style="list-style-type: none"> <li>• Establish the roles that have Accountability and responsibility for communication;</li> <li>• Determine the correct communication method and content for each target audience;</li> <li>• Communicate directly with a target audience rather than relying on intermediaries to pass information on.</li> </ul>
Contingency plans	Article 9.4(c)	Contingency plan for the possibility of a subcontractor failing to perform or needing to be replaced			During the term	
Corrective	Article 18.7(b)	To correct			Within 30 days of the audit	Description of the deficiency, the

Plan	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
Action Plan		any deficiencies identified in an audit				specific action to be taken, and a specific implementation schedule with dates and responsibilities
Disaster Recovery Plan (DRP)	Referred to in Article 14 RFP Appendix I 1.7	Plan for recovery of service in the event of a major disaster that makes the data centre inoperable.	Ministry	Electronic	Prior to Service Commencement Date	<p>The DRP will accomplish:</p> <ul style="list-style-type: none"> <li>• In the event of a disaster, bring the assets identified in the SCP back into service as quickly as possible, so stakeholders will be able to access their data and application,</li> <li>• Identify the service levels that are acceptable during the recovery process,</li> <li>• Protect the Ministry from additional costs involved in restoring the Service,</li> <li>• Provide a framework for the Service Provider to assist in the recovery service</li> </ul>

Plan	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
						access based on a disaster which affects more than the Service.
School District Implementation Plan	Schedule 2 Part 1 App 3 Section 3.2 (a)(3)	Based upon a common plan framework, a plan for each district covering training and conversion	Districts	Electronic	Prior to the implementation for each district	Component of Transition Plan
Plan for change to Province Shared Infrastructure	Article 17.6		vendor		If required Usually to be prepared by the Province, at the Vendor's cost	Detailed description of each change as well as a budget of costs anticipated to be incurred to implement a change, and a forecast of any change to the operating and maintenance costs of the province
Privacy Compliance Plan	Sched 13, Articles 45 - 47	Plan of processes, policies and procedures specific to privacy protection and security of Personal Information	To be maintained by the vendor		At the request of the Province. Initial plan to be delivered Mar 31, 2014	Schedule 13 Article 46, and to include a training plan for all Access Personnel
Continuous Improvement Plan	Sched 2 Part 1 App 2 Section 4.3	Update to existing Quality plan to include	Ministry	Electronic	As requested, Mar 31, 2014	Includes a continuous improvement framework and related processes and addresses the

Plan	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
		the new student information service				quality management and continuous improvement related obligations and requirements described in Section 6.2 of Appendix 1 to Schedule 2 – Part 2
Release Plans	Sched 2 Part 2 App 1 Section 8.7(c)	Annual plan for release of application updates and enhancements	Ministry	Electronic	Annually	<ul style="list-style-type: none"> <li>As described in Schedule 2</li> </ul>
Remedial plans	Article 9.6	Remedial plans in the event of a confidentiality breach	Ministry	Electronic	Promptly, if required	Content will be specific to the breach.
SCP Action plan	Article 14.6(h)	Action plan to address any deficiencies identified in the SCP testing			Within 30 days of any testing, If needed	
Security Management Plan						

Plan	Agreement Reference	Description	Recipient	Delivery Method	Due Date/ Frequency	Content

Plan	Agreement Reference	Description	Recipient	Delivery Method	Due Date/ Frequency	Content

Plan	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
						To address the IT security policies of the Government of British Columbia as set out in the terms of this project, including Chapters 12 and 15 of the IM Core Policy.
Service Continuity Plan	Article 14		Ministry	Electronic	Prior to the Service Commencement Date Review and update at least annually	Will review the Ministry's existing Service Continuity Plan Must expressly address all Force Majeure Events and Labour Disruptions Article 14.4 deals with plan management
Termination Assistance Plan	Article 25.2	Plan for transition of Services from the Service Provider to either the Province or an Alternate Service Provider			As per 25.2	Framework only. To be reviewed annually. Detailed plan to be developed immediately on the commencement of the Termination Assistance Period. Contents as described in Article 25.2
Transition Plan for key position	Article 8.8 (a)(v)	Transition plan for the replacement of a person in a Key Position	Ministry	Electronic	On written notice of the replacement	
Training Plans and Strategy	Sched 2 Part 1 App 2 Section 6.1(c) and (h) and App 3 section 5.3	Plan and framework for training	Ministry and districts		Prior to Service Commencement Date	as described in the schedule



Plan	Agreement Reference	Description	Recipient	Delivery Method	Due Date/Frequency	Content
		district trainers				
Risk Management Plan	Schedule 2 Part 1 Appendix 2 Section 4.4	Identification and assessment of material risks	Ministry	Electronic	Mar 31, 2014 and regularly updated	As described in the schedule
Start-up Plan	Schedule 2 Part 1 Appendix 2	Activities required to complete Start-up Services	Ministry	Electronic	Nov 21, 2013	Component of Start-Up
Identity Management Plan	Schedule 2 Part 1 Appendix 3 Section 3.3	Template for school district to manage their identity program	Ministry and districts	Electronic	At beginning of Implementation or sooner	Component of School District Implementation Toolkit
District Implementation Planning Toolkit	Schedule 2 Part 1 Appendix 2, Section 2.3	Template for school district to manage ment transition	Ministry and districts	Electronic	As defined in the Milestones and Deliverables table.	As described in Schedule 2
School District Conversion Plan	Schedule 2 Part 1 Appendix 3 Section 3.6	Template for data conversion	Districts	Electronic	At the beginning of Implementation or sooner	Component of School District Implementation Toolkit
Annual Training Plan	Sched 2 Part 2 App 1 Section 11.1(e)	Annual schedule of training events	Ministry and Districts	Electronic	Annually by August	List of training events, method of delivery, dates and locations
Implementation Project Plan	Sched 2 Part 1 App 3 Section 1.1 (b)(ii)	All activities required to complete the Implementation Services	Ministry (JTSC)	Electronic	Apr 21, 2014	As described in the schedule

## SCHEDULE 11

### **RECORDS PROTOCOLS** (Article 11)

This Schedule identifies the responsibilities among the Parties to meet the records management requirements set out in Article 11 (*Maintenance of Records*) of the Agreement.

With respect to Section 11.1 (*Maintenance of Records*) of the Agreement, physical Province Records that are transferred to, created by, or in the custody of the Service Provider will be managed in accordance with the Roles and Responsibilities Matrix identified in the attachment to this **Schedule 11** (*Records Protocols*).

Further, any material amendments, modifications, or supplements to the practices and procedures identified in the Roles and Responsibilities Matrix and impacting the Service Provider responsibilities under the Agreement including, to achieve compliance with respect to electronic records, shall be implemented in accordance with the Change Order Process.

	<b>ROLES AND RESPONSIBILITIES</b>	<b>SERVICE PROVIDER</b>	<b>PROVINCE</b>
1.	Establish Province-wide policies and standards for recorded information management practices.		X
2.	Establish standards for the development of ARCS and ORCS for all administrative records and operational records of the Province.		X
3.	Establish standards for secure and confidential destruction of records; monitor records destruction operations; identify inadequate procedures or processes.		X
4.	Establish recorded information management program; designate a records officer responsible for administering the program, including the development and implementation of Ministry policies and procedures for recorded information management.		X
5.	Adopt and maintain recorded information management policies, including policies and procedures for the management of electronic records.		X
6.	Propose records retention schedules and recommend final dispositions in consultation with the Province's Corporate Records Management Branch.	X	
7.	Provide appropriate documentation for final dispositions of recorded information.		X
8.	Identify changes in the business process that may require the creation, addition or modification to Province records retention schedules.	X	
9.	Coordinate storage with records centres for semi-active records.	X	
10.	Establish records management processes responsibilities for Personnel and External Personnel (e.g., classifying documents according to established schedules).	X	
11.	Maintain active files of recorded information on-site; use appropriate labels or naming conventions to identify file descriptions and retention schedules.	X	
12.	Maintain records scheduled for return to the Province distinctly from those scheduled for off-site storage.	X	
13.	Box or file records in accordance with instructions from the Province for transfer to the Province designated Records Officer for review and approval.	X	

	<b>ROLES AND RESPONSIBILITIES</b>	<b>SERVICE PROVIDER</b>	<b>PROVINCE</b>
14.	Box or file records in accordance with disposition status, (e.g. “destruction”, “selective” or “full” retention); prepare appropriate records management forms for transfer to off-site facilities; send completed forms documentation to the Province designated Records Officer for review and approval.		X
15.	Review submitted forms; forward as required approved forms to the Province’s Corporate Records Management Branch for processing; return completed approved forms. Update access authorizations for files in off-site storage.		X
16.	Schedule transfer of records to off-site storage; if relevant, pick-up boxed records.		X
17.	For retrieval of records from off-site storage: authorized person contacts off-site facility; storage company delivers or transmits records.	X	
18.	Retention and disposal or deletion of inactive records in off-site storage according to appropriate schedules.		X
19.	Secure disposal or deletion of on-site of records not sent to off-site storage if approved in accordance with the process set forth in item number 15 above.	X	
21.	Litigation Coordinator – coordinate between Crown Counsel, Ministry of Labour and Citizens’ Services and the Service Provider regarding litigation actions.		X
22.	Provide Service Provider training regarding recorded information management, new policies and procedures.	X	
23.	Provide training to Service Provider trainers regarding recorded information management, new policies and procedures.		X
24.	Representative on Ministry Records Officer Council, ARCS Review Committee and other cross-government committees or meetings related to records management policy and procedures.		X

## SCHEDULE 12

### **FEES** **(Article 12)**

#### **1. Purpose.**

This Schedule defines and describes the Fees payable by the Province to the Service Provider under the Agreement.

1.1 Fees are payable for the delivery by the Service Provider of the following services:

- Transition Services (which includes Start-up Services and Implementation Services but for clarification, the fees for Implementation Services are included in the fees for the Ongoing Services)
- Ongoing Services
- Services as Needed
- Termination Services

1.2 This schedule also describes the following Fees related items:

- Inflation
- Standard Time and Materials Rates
- Travel Expenses

1.3 Fees and expenses associated with the Termination of this Agreement are described in Schedule 22 (*Termination Fees*) and are not part of the scope of this Schedule.

#### **2. Definitions.**

Capitalized terms used in this Schedule will have the meanings set forth in Schedule 1 to this Agreement. Capitalized terms not defined in Schedule 1 shall have the meanings set forth below or otherwise in this Schedule 12 or the Agreement.

#### **3. Interpretation.**

Unless otherwise specified, all references to Sections will refer to Sections of this Schedule.

#### **4. Transition Services.**

4.1 **Start-up Services Fees.** The Province will pay to the Service Provider the Deliverable Payment Amount for each Deliverable (identified in column 5 of Table 1 (*Transition Services Fees - Start-up Service Fees*) below) upon the date of Substantial Completion of such Deliverable as determined in accordance with Appendix 5 (*Acceptance*) to Part 1 of Schedule 2. In particular, Table 1 below describes the Deliverables comprising the Transition Services and includes the date targeted for Substantial Completion for each such Deliverable and the corresponding payment obligation for each Deliverable (subject to the provisions of this Schedule 12 (*Fees*)). The detailed Transition Services including the process for the Province's Acceptance of the Deliverables is set forth in Schedule 2 – Part 1 (*Transition Services*).

**Table 1 – Transition Services Fees (Start-up Service Fees)**

#	Deliverable	Substantial Completion Date	Total Deliverable Amount	Deliverable Payment Amount (90% of Total Deliverable Amount)	Final Payment Amount (10% of Total Deliverable Amount)
1	Start-up Project Charter	November 21, 2013			
2	Start-up Project Plan	November 21, 2013			
3	Change Management Communication Plan	November 21, 2013			
4	District Implementation Planning Toolkit	December 23, 2013			
5	Application Extension Specifications	January 2, 2014			
6	Preliminary UCW	January 16, 2014			
7	Baseline Application Configuration Report	February 6, 2014			
8	Archive and Student Locator Specifications	February 6, 2014			
9	Training Strategy	February 28, 2014			
10	Initial Service Catalogue	February 28, 2014			
11	Certificate of Completion for Service Desk Readiness	February 28, 2014			
12	Preliminary Implementation Project Plan	March 31, 2014			
13	Privacy Compliance Plan	March 31, 2014			
14	Certificate of Comp. for Facility Readiness	March 31, 2014			
15	Service Support Procedures	March 31, 2014			
16	Required Application Extensions	March 31, 2014			
17	Required Application Enhancements	March 31, 2014			
18	Data Exchange Component	March 31, 2014			
19	Archive and Student Locator Component	March 31, 2014			

Sect 17

#	Deliverable	Substantial Completion Date	Total Deliverable Amount	Deliverable Payment Amount (90% of Total Deliverable Amount)	Final Payment Amount (10% of Total Deliverable Amount)
20	Billing System	March 31, 2014		Sect 17	
21	Certificate of Completion for Start-up Services	March 31, 2014			
22	SIS Solution and Services	March 31, 2014			

The Parties acknowledge and agree that the Total Deliverable Amount (set forth in Column 4 of Table 1 above) is comprised of the Deliverable Payment Amount (set forth in Column 5 of Table 1 above) being 90% of the Total Deliverable Amount which is payable by the Province in accordance with this Section 4.1 and the Final Payment Amount (set forth in Column 6 of Table 1) being 10 % of the Total deliverable amount and payable by the Province in accordance with Section 4.2 below.

Where either Party proposes any change to the Deliverable such changes will be done using the Change Order Process.

#### 4.2 Start-up Services - Final Payment

On Substantial Acceptance of all Deliverables set forth in Table 1 (*Transition Services Fees - Start-up Service Fees*) then the Province will pay to the Service Provider a lump sum payment of \$350,000 (the “**Final Payment**”) representing the aggregate amount under Column 6 of Table 1 (*Transition Services Fees - Start-up Service Fees*).

### 5. Ongoing Services Fees (including Implementation Services Fees).

5.1 Subject to Substantial Acceptance of all Deliverables set forth in Table 1 (*Transition Services Fees - Start-up Service Fees*), effective as of April 1, 2014 the Province will pay fees to the Service Provider, on a monthly basis, for Ongoing Services and Implementation Services (the “**Ongoing Services Fees**”) an amount that is equal to  
Sect 17 or each Active Student Record, *provided that* the aggregate Ongoing Services Fees payable by the Province in a Contract Year shall not exceed the Maximum Payment for each Contract Year listed in Table 2 below (see columns 1 and 2 of Table 2 (*Ongoing Services – Minimum / Maximum Payments*)). The Service Provider will include a credit on each monthly invoice for the Ongoing Services Fees in the amount  
Sect 17 to reflect reduced network costs.

5.2 For the purpose of calculating the Ongoing Services Fees, in each month an Active Student Record shall be counted:

- (a) for each Personal Education Number representing a student that is actively engaged in educational activities at any time during a month in one or more Participating Schools (as such information is substantiated by the personal information records and in the then current production System for such students in SIS); and
- (b) provided that such records are hosted and managed by the Service Provider in the then current production System and made fully accessible to the Province Customers as contemplated by the Agreement.

The number of Active Student Records for calculation of Fees will be measured on the fifteenth day of each month (or if such day is not a Business Day then the next Business Day) by generating a standard SIS report. The report will be available in electronic form to both Parties. For greater certainty, students without an Active Student Record that are in the SIS will not be counted for the purpose of calculating payments below.

- 5.3 In each of the months of July and August, the count of Active Student Records will be the sum of: (i) the count of Active Student Records in grade 12 in such month; and (ii) the previous June count of Active Student Records in grades 11 and below.
- 5.4 Notwithstanding the provisions of Sections 5.1 – 5.3, the minimum payment (“**Minimum Payment**”) and maximum payment (“**Maximum Payment**”) payable by the Province to the Service Provider for the Ongoing Services for each Contract Year during the Term of the Agreement is as set forth in Table 2 (*Ongoing Services – Minimum / Maximum Payments*) below:

**Table 2 – Ongoing Services – Minimum / Maximum Payments**

Contract Year	Maximum Payment for Ongoing Services	Minimum Payment for Ongoing Services
2014/2015	\$4,000,000	\$3,500,000
2015/2016	\$5,400,000	\$3,500,000
2016/2017	\$7,700,000	\$0
2017/2018	\$9,375,000	\$0
2018/2019	\$9,375,000	\$0
2019/2020	\$9,375,000	\$0
2020/2021	\$9,375,000	\$0
2021/2022	\$9,375,000	\$0
2022/2023	\$9,375,000	\$0
2023/2024	\$9,375,000	\$0
2024/2025	\$9,375,000	\$0

For greater certainty, the Parties acknowledge and agree that during the first two Contract Years of the Term 2014/2015 and 2015/2016), the Minimum Payment by the Province shall be \$3,500,000 and thereafter there shall not be a Minimum Payment (as set forth in column 3 of Table 2 (*Ongoing Services – Minimum / Maximum Payments*)). The Maximum Payment during each Contract Year is as set forth in column 2 of Table 2 (*Ongoing Services – Minimum / Maximum Payments*).



While the Maximum Payment for each Contract Year is a cap on the Ongoing Services Fees for such Contract Year, in the event that Active Student Records exceed 550,000 at any point during the Initial Term and/or Renewal Term or if the number of Active Student Records is less than 250,000, the Parties agree to discuss, at the Joint Executive Committee, the actual number of Active Student Records, the Service Provider's projections for growth in the number of Active Student Records, the amount of the Maximum Payment and other relevant information. Following such discussions of the Joint Executive Committee, the Parties may, by mutual agreement in writing, amend the provisions of the Agreement (including the Ongoing Services Fees or the amount of the Maximum Payment).

5.5 The Parties acknowledge and agree that the Ongoing Services Fees are subject to the Minimum Payment and Maximum Payment as set forth in Section 5.4 above.

**Minimum Payment** - The Minimum Payment set out in Table 2 (*Ongoing Services – Minimum / Maximum Payments*) above for Contract Years 2014/2015 and 2015/2016 will be calculated and paid, if applicable, as follows:

- (a) the Service Provider will calculate its monthly fee amount for Ongoing Services Fees, in accordance with the provisions of Sections 5.1 – 5.3 above, and provide a monthly invoice to the Province on or before the 10<sup>th</sup> day of each month for the Ongoing Service Fees incurred during the previous month; and
- (b) if the amount of the Service Provider monthly invoice for Ongoing Services Fees is less than \$ 291,666.67 (representing one twelfth (1/12) of the annual Minimum Payment for Ongoing Services (\$3,500,000) in the Table 2 above), then the Province will pay the Service Provider the Top Up Fee calculated by the Service Provider as follows:

**Top Up Fee** = \$ 291,666.67 minus the amount of the monthly invoice for Ongoing Services Fees

The Service Provider invoice will expressly set out both the monthly Ongoing Services Fees and the Top Up Fee, if any.

**Maximum Payment** - Within the first 10 days of each month during the Term, the Service Provider will calculate the cumulative amount invoiced to the Province for Ongoing Services Fees (including the amount of any Top Up Fee, if any) for that Contract Year, up to and including the then current month, by adding together all monthly amounts invoiced and, for the then current month, to be invoiced for Ongoing Services Fees. If the aggregate cumulative amount for such Contract Year is, at any time, greater than the Maximum Payment for Ongoing Services for that Contract Year as set out in Table 2 above, then the Service Provider will reduce the current month's invoice amount for Ongoing Services Fees such that the cumulative amount invoiced to the Province for Ongoing Services Fees is equal to the Maximum Payment for Ongoing Services for that Contract Year and the Service Provider will not invoice the Province for any further Ongoing Services Fees for the balance of that Contract Year.

5.6 **Post Implementation Related Services.**

If after March 31, 2016, the Province or a Province Customer requires:

- (a) the School District Training Environment and the Conversion Environment, the Service Provider will provide such environments at fees that will not exceed:
  - (i) for the sixth month period ending September 30, 2016, \$126,000; and
  - (ii) for the nine month period ending December 31, 2016, \$145,000; or
- (b) Services that the Province or Province Customer would have received as part of Implementation Services prior to March 31, 2016 (the “**Post Implementation Services**”) (and included in Ongoing Services Fees), the fees for Post Implementation Services will be, at the lesser of (i) as set forth in the then current OMC-Approved Annual Service Catalogue for the corresponding Post Implementation Services, and (2) the rates set forth in the attached Appendix 12-A (Standard Time and Materials Rates) charged on a time-and-materials basis for the Post Implementation Services.

## **6. Services As Needed Fees.**

- 6.1 The Province may, in its discretion, obtain Services As Needed from the Service Provider on a fixed-price basis, time-and-materials basis or such other basis as the Parties mutually agree in accordance with the Change Order Process.
- 6.2 To the extent the Parties agree that for any particular Services As Needed the fees will be on a time-and-materials basis, then the rates set forth in the attached Appendix 12-A (*Standard Time and Materials Rates*) shall apply.
- 6.3 Notwithstanding whether Services As Needed are provided on a time and materials, fixed price or otherwise, but subject to Section 11.1, any and all third party costs charged by the Service Provider to the Province will be at cost.

## **7. Termination Services.**

The Service Provider will provide the Termination Services in accordance with Article 25 (*Termination Services*) of the Agreement. After the Term, all Termination Services will be provided at the Standard Time and Materials Rates or Cost-Only Time and Materials Rates, as applicable, in accordance with a budget jointly prepared by the Parties and forming part of any Termination Assistance Plan, all as more particularly described in Article 25 (*Termination Services*) to the Agreement.

## **8. Inflation Adjustment.**

The Parties acknowledge and agree that the Fees for the Services provided under this Agreement including, for greater certainty, the Standard Time and Materials Rates attached Appendix 12-A, have already been adjusted for inflation (as applicable) and shall not be subject to any further inflation, cost of living or other similar adjustment over the Term of the Agreement. All amounts set forth in Table 1 (*Transition Services Fees - Start-up Service Fees*), Table 2 (*Ongoing Services – Minimum / Maximum Payments*) and in Appendix 12-A to this Schedule 12 (*Fees*), as well as otherwise set forth this Schedule 12 (*Fees*) or the Agreement, shall apply

during the Term without any adjustment unless the Parties mutually agree otherwise through the Change Order Process.

## **9. Standard Time and Materials Rates.**

Where the Service Provider is performing the Services under Schedule 2 – Part 3 (*Services As Needed*) or a Change Order on a time and materials basis, then the Standard Time and Materials Rates will apply and the Service Provider has the right to charge Travel Expenses in accordance with Province Policy (see Section 10 below).

## **10. Travel Expenses.**

- 10.1 The Province will only reimburse the Service Provider for Travel Expenses properly incurred by the Service Provider in accordance with Province Policy (in particular the Travel Policy – Group 1 located at [http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/10\\_Travel.htm?3rd-column#1037](http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/10_Travel.htm?3rd-column#1037), as amended, and agreed to by the Parties in writing) in connection with Services As Needed provided on a Standard Time and Materials Rates basis.
- 10.2 All Travel Expenses will be subject to the prior written approval of the Province. Travel Expenses will be invoiced by the Service Provider monthly and payable by the Province on a monthly basis in accordance with Article 12 of the Agreement. Service Provider invoices for all Travel Expenses will be based on actual expenses incurred with supporting documentation to confirm such expenses, unless as otherwise provided for by the travel policy referred to above.
- 10.3 Travel Expenses incurred by the Service Provider in providing Transition Services and Ongoing Services will not be separately reimbursed.

## **11. Financial Transparency**

- 11.1 If the Province elects, through the Change Order Process, to cause the Service Provider to perform any additional or optional services under the Agreement (for example, Services As Needed), then the Service Provider will provide the Province, upon request by the Province, with financial transparency into the fees for those additional or optional services by disclosing to the Province the pricing associated with such additional or optional services. For example, and by way of illustration, the Service Provider will provide supporting details including the following:
- (a) work effort by labour rate;
  - (b) estimating algorithms and assumptions used by the Service Provider;
  - (c) specific labour rates for individual resources;
  - (d) cost to the Service Provider of any Third Party goods and services;
  - (e) allocation of the price of the non-recoverable expenses;
  - (f) percentage of risk premium and contingency included in the Change Order; and

- (g) overall margin of the Change Order.

With respect to 11.1(d) above, the Parties acknowledge and agree that the Service Provider margin on any and all Third Party goods and services shall not exceed 15% of the cost of such Third Party goods and services.

- 11.2 If the Province requests a change to a portion of the Services that are bona fide integrated into the other Services to be provided under Schedule 2 (*Services*) (the “**Changed Integrated Services**”), such that the Province cannot reasonably obtain the Changed Integrated Services from an alternate provider, and the Parties are unable to agree on the fees for the Changed Integrated Services, then the fees for the Changed Integrated Services will be charged based upon the following, subject to the Change Order Process and Section 11.1:
- (a) the Standard Time and Materials Rates for the actual time spent by the applicable resources in performing the Changed Integrated Services; and
  - (b) all actual third party hardware, software or maintenance costs incurred by the Service Provider, if any, in performing the Changed Integrated Services, unless the Service Provider is restricted by its contractual agreements with the third party vendor from sharing its costs in which case the Service Provider will charge a price that does not include any mark-up.

## 12. Miscellaneous

Further to the provisions of Section 5.8(e) (*Implementation of Mandatory Changes*), the Parties acknowledge and agree that in order for the Province to assess the costs of implementing a Mandatory Change, a meeting of the Joint Executive Committee shall be convened within two (2) Business Days of the submission of the Mandatory Change by the Province to the Service Provider. This meeting will take place, regardless of whether or not the Service Provider has yet provided the Impact Assessment to the Province in accordance with Section 5.8(d)(i).

Subject to any mutual agreement reached at any such meeting of the Joint Executive Committee (which agreement, if any, will be set out in an amended Mandatory Change Request to be re-issued by the Province), the Service Provider will provide the Province with a time and materials charges accounting (“**Implementation TM Accounting**”), on a monthly basis, based upon the Standard Time and Materials Rates for the effort and expenses expended and incurred by the Service Provider during the previous month in connection with the Service Provider’s commencement of implementation of such Mandatory Change.. If the Province accepts, in whole or in part, the Implementation TM Accounting, then the Service Provider will issue an invoice (the “**Undisputed Invoice**”) for such amount. In the event of a Dispute between the Parties under Section 5.8(e) (*Implementation of Mandatory Changes*), then the Province will pay the Service Provider the amount of the Undisputed Invoice and thereafter the Province will pay all subsequent Undisputed Invoices for all subsequent months of Service Provider’s Mandatory Change implementation in accordance with the terms of the Agreement. Any and all amounts in Dispute (i.e. in excess of the Undisputed Invoices) will be borne by the Service Provider until such Dispute has been settled in accordance with Section 5.8 (d)(iii).

**APPENDIX 12-A**  
**STANDARD TIME AND MATERIALS RATES**

Table 1 of Appendix 12-A to Schedule 12 (*Fees*) below sets forth the Standard Time and Materials Rates applicable for Contract Years 2013/2014 to 2018/2019. Appendix 12-B sets forth the applicable description of roles and minimum requirements in respect of each of the roles set forth below.

Sect 21

Sect 21

**APPENDIX 12-B**  
**DESCRIPTION OF ROLES**

<b>Role</b>	<b>Description</b>	<b>Corresponding Job Title, Level and Description (including minimum experience and expertise for the role)</b>
Account Manager	The Account Manager has overall responsibility for communication, issue resolution and escalation, quality assurance and the satisfaction of the Ministry. Expected to be at a senior executive level (e.g. VP or Partner Level).	Job Title Account Manager Level Senior Vice President Description Senior Executive responsible for account Minimum experience Bachelor s degree (BS/BA) and 12 Years Professional Work Experience
Contract Manager	The Contract Manager has contract level responsibility for communication, escalated issue resolution, quality assurance and the satisfaction of the Ministry. Expected to be at a senior manager level. Must have contract level decision making authority.	Job Title Contract Manager Level Associate Director Description Contract Authority for account Minimum experience Bachelor s degree (BS/BA) and 12 Years Professional Work Experience
Service Delivery Manager	The Service Delivery Manager has day-to-day responsibility for ensuring that processes are in place to provide consistent service quality. Responsible for service levels and issue resolution. Expected to be at a senior manager level.	Job Title Service Delivery Manager Level Associate Director Description Ongoing service management Service Level management and reporting Quality Control Issue and Problem Management Minimum experience Bachelor s degree (BS/BA) or 15 Years Relevant Work Experience 5 Years Education Sector experience

Senior Transition Manager	The Senior Transition Manager has the responsibility for ensuring that processes, data and other key items are transitioned effectively. Expected to have extensive experience in transition management and be at a senior manager level.	<p>Job Title Senior Transition Manager</p> <p>Level Associate Director</p> <p>Description Develop and execute transition plan Facilitate transition and manage expectations Minimum experience Bachelor s degree (BS/BA) or 15 Years Relevant Work Experience 5 Years Education Sector experience</p>
Senior Project Manager	The Senior Project Manager serves as the primary interface to the Ministry, creates the detailed project plan, manages the project team members, forecasts and tracks accurate and complete costs and schedules, manages scope, reports project status, manages the acceptance of deliverables, directs the change process, ensures adherence to the methodology, manages project risk, facilitates issue resolution, and manages project quality reviews. Expected to have extensive experience in project management, managing large complex SIS implementations.	<p>Job Title AMS Manager</p> <p>Level Consultant III</p> <p>Description Budget Management SOW and plan development Lead team / manage resources Maintain Risk logs and action appropriately Minimum experience Bachelor s degree (BS/BA) or 15 Years Relevant Work Experience 5 Years Education Sector experience</p>
Project Manager	The Project Manager provides project management and administrative support to the project. Expected to have experience in working on large complex implementation projects.	<p>Job Title Project Manager</p> <p>Level Consultant II</p> <p>Description Budget Management SOW and plan development Lead team / manage resources Maintain Risk logs and action appropriately Minimum experience 5 Years Relevant Work Experience 2 Years Education Sector experience</p>



<p>Privacy and Security Officer</p>	<p>The Privacy and Security Officer is responsible for the delivery of a comprehensive information security and privacy program. The scope of this program includes information in electronic, print and other formats. The purposes of this program includes: to assure that information created, acquired or maintained by the Service, and its authorized users, is used in accordance with its intended purpose; to protect the Service's information and its infrastructure from external or internal threats; and to assure that the Service complies with statutory and regulatory requirements regarding information access, security and privacy.</p>	<p>Job Title Privacy and Security Officer Level Associate Director Description Responsible for Privacy and Security legislation policies and procedures Enforce Privacy and security training/competency Audit against policy and procedures Interface to Ministry Privacy Officer Minimum experience Bachelor s degree (BS/BA) and 12 Years Professional Work Experience 5 years Education Sector experience</p>
<p>Senior Consultant</p>	<p>Senior Consultants lead teams in key activities such as determining business processes and determination of functional requirements, configurations and customization requirements. Will lead and take ownership of fit-gap workshops. Must have extensive experience conducting fit-gap in complex systems implementations.</p>	<p>Job Title Senior Business Analyst Level Consultant III Description Business Analyst Team Lead Determine business processes, functional requirements, configurations and customization requirements Lead internal and external workshops Incident and Problem Investigation Minimum experience 15 Years Relevant Work Experience 5 Years Education Sector experience</p>

Education Business Consultant	The Education Business Consultant is a subject matter expert that provides the expertise required to map existing service/functions to the Service Provider's application(s). These SME's are typically former educators that know and understand the education business, personalized learning, and other education frameworks, and can talk in language that educators and administrators would easily understand.	Job TitleEducation Subject Matter ExpertLevelConsultant IIIDescription Aspen Subject Matter ExpertDetermine Aspen processes and/or custom development requirements to fit business requirementsMinimum experience10 Years Relevant Work Experience5 Years Education Sector experience
Intermediate Consultant	Intermediate Consultants participate in teams (or lead sub-teams) to support key activities such as determining business processes and determination of functional requirements, configurations and customization requirements. Will have experience in conducting fit-gap with enterprise systems.	Job TitleBusiness AnalystLevelConsultant IDescriptionDetermine business processes, functional requirements, configurations and customization requirementsParticipate in internal and external workshopsIncident and Problem InvestigationMinimum experience5 Years Relevant Work Experience2 Years Education Sector experience
Change Management Lead	The Change Management Lead is a senior consultant that will support organizational change management and transformation including organizational design based on the new business practices. Expected to have extensive experience in organizational transformation and design, in particular related to packaged application implementations in the education sector.	Job TitleChange ManagerLevelConsultant IIIDescriptionDevelop Change PlanLead Stakeholder meetings and manage the change from start to endRisk and impact assessmentProgress ReportingMinimum experience10 Years Relevant Work Experience2 Years Education Sector experience

Senior Training Consultant	A Senior Training Consultant will lead the development and tailoring of training materials to support the deployment and adoption of new practices. The senior trainer should have experience in train-the-trainer and direct training approaches. Expected to have expertise in packaged application training in the education sector.	<p>Job Title Senior Trainer</p> <p>Level Consultant I</p> <p>Description Ongoing Development and tailoring of training materials to support the deployment and adoption of new practices and SIS applications Lead train the trainer initiatives Conduct training classes Understand how the Aspen SIS meets the business requirements</p> <p>Minimum experience 10 Years Relevant Work Experience 5 Years Education Sector experience</p>
Training Consultant	A Training Consultant will support development and tailoring of training materials to support the deployment and adoption of new practices. The trainer will have experience in train-the-trainer and direct training approaches. Expected to have expertise in education sector systems training.	<p>Job Title Trainer</p> <p>Level Consultant I</p> <p>Description Ongoing Development and tailoring of training materials to support the deployment and adoption of new practices and SIS applications Lead train the trainer initiatives Conduct training classes Understand how the Aspen SIS meets the business requirements</p> <p>Minimum experience 5 Years Relevant Work Experience 2 Years Education Sector experience</p>
Database Administrator (DBA)	The Database Administrator designs and implements data mapping from multiple sources and integrated applications. The DBA also performs data modeling, optimizes the database, performs database maintenance and administration, and develops backup and disaster recovery strategies. The DBA is expected to have extensive SIS implementation and/or support	<p>Job Title DBA</p> <p>Level Associate Consultant III</p> <p>Description Database monitoring and optimization Database maintenance and administration Incident and Problem Investigation Implement backup and availability strategies</p> <p>Minimum experience</p>

	experience.	5 Years Relevant Work Experience 2 Years Education Sector experience
Enterprise Architect	The Enterprise Architect defines the IT systems architecture required to support the business strategy. The Enterprise Architect understands how systems are integrated from a business, network, application and database perspective. The Enterprise Architect should also be able to develop portfolios and programmes of work to deliver the enterprise architecture.	Job Title Technical Architect Level Consultant II Description Responsible for Quality Assurance assessments on changes affecting SLA performance Monitor and Maintain Availability and Capacity plans Develop backup and availability strategies Minimum experience 10 Years Relevant Work Experience 2 Years Education Sector experience
Application Administrator	The Application Administrator is a senior consultant supporting enterprise integration, connectivity, server processes, monitor workflow, and other key application processes. The Application Administrator should have extensive experience implementing and supporting the application software.	Job Title Functional Analyst Level Consultant I Description Develop and monitor the application implementations to support the Service Level Agreements Responsible for Quality Assurance assessments on changes application performance, functionality and availability Implement availability strategies Minimum experience 5 Years Relevant Work Experience 2 Years Education Sector experience

Systems Administrator	The System Administrator is responsible for monitoring, maintaining and planning for all application server and hardware and software systems. The Systems Administrator should have experience in supporting large projects.	<p>Job Title Systems Administrator Level Consultant I Description Develop and monitor the infrastructure and platform solutions to support the Service Level Agreements Responsible for Quality Assurance assessments on changes to application performance, functionality and availability Implement availability strategies Minimum experience 5 Years Relevant Work Experience 2 Years Education Sector experience</p>
Support Structure Planner	The Support Structure Planner will identify the steps that must be taken to implement the internal support infrastructure and organization. The Support Structure Planner should have experience in supporting large projects.	<p>Job Title Project Technical Support Level Associate Consultant III Description Develop and monitor the internal infrastructure and platform solutions Responsible for Quality Assurance assessments on changes to internal application performance, functionality and availability Implement availability strategies Minimum experience 5 Years Relevant Work Experience 2 Years Education Sector experience</p>
Performance Analyst	The Performance Analyst will assess and manage the technical infrastructure to determine the network and system upgrades that will need to be implemented before an application can meet the performance requirements defined as part of the application's requirements specification.	<p>Job Title Technical Architect Level Associate Consultant III Description Analyse performance and plan for capacity based upgrades Update availability and capacity plans Minimum experience 5 Years Relevant Work Experience 2 Years Education Sector experience</p>

Senior Report Developer	The Senior Report Developer leads a team in the requirements definition of Service's reports and is responsible for the design and implementation of all reports using application report generation tools and/or other tools. The report developer should have extensive experience implementing the application.	<p>Job Title Senior Developer Level Consultant I Description Responsible for Quality Assurance assessments on application changes Develop and unit test report and scripts Identify impacts and develop documentation Impact Analysis of potential enhancements Provided Quality Assurance, Documentation, and System Unit Testing Minimum experience 10 Years Relevant Work Experience 2 Years Education Sector experience</p>
Report Developer	The Report Developer supports the requirements definition of a project's reports and is responsible for the design and implementation of all reports using application report generation tools and/or other tools. The report developer should have significant experience implementing the application.	<p>Job TitleDeveloperLevelAssociate Consultant IIIDescription Develop and unit test report and scriptsIdentify impacts and develop documentationImpact Analysis of potential enhancementsProvided Quality Assurance, Documentation, and System Unit Testing Minimum experience5 Years Relevant Work Experience2 Years Education Sector experience</p>

<p>Interface and Migration Consultant</p>	<p>The Interface and Migration Consultant will design and develop the interfaces to the Service, legacy applications, prepare data maps, and data extracts, scrub legacy data, load and test data and design, build and test data exchange processes and programs. The Interface and Migration Consultant should have extensive experience implementing the application.</p>	<p>Job Title Data Conversion Specialist Level Consultant I Description Responsible for Quality Assurance assessments on application changes Run the Conversion process with School District technicians Manage conversion request to staging and production system databases Ensure that data is sound, complete and assembled with the right format Provided Quality Assurance, Documentation, and System Unit Testing Minimum experience 10 Years Relevant Work Experience 2 Years Education Sector experience</p>
<p>Senior Configuration Consultant</p>	<p>The Senior Configuration Consultant leads a team(s) of consultants that analyzes, designs, builds and tests system/application configurations and application extensions. The Senior Configuration Consultant should have extensive experience in implementing the application, including team-lead roles, as well as extensive application configuration and extension experience.</p>	<p>Job Title Senior Configuration Analyst Level Consultant I Description Responsible for Quality Assurance assessments on application changes Provide application design and solutions based requirements Identify business and systems impact Manage the development, testing and roll out of individual releases Review and provide feedback on request for change documents Create/update detail specifications Minimum experience 10 Years Relevant Work Experience 2 Years Education Sector experience</p>

Intermediate Configuration Consultant	The Intermediate Configuration Consultant analyzes, designs, builds and tests system/application configurations and application extensions. The Intermediate Configuration Consultant should have extensive experience in implementing the application, including extensive application configuration and extension experience.	<p>Job Title Configuration Analyst</p> <p>Level Associate Consultant III</p> <p>Description Provide application design and solutions based requirements Identify business and systems impact Manage the development, testing and roll out of individual releases Review and provide feedback on request for change documents Create/update detail specifications</p> <p>Minimum experience 5 Years Relevant Work Experience 2 Years Education Sector experience</p>
Test Plan Consultant	The Test Plan Consultant uses the requirements specification as a basis for developing and administering the test plans and procedures. The Test Plan Consultant should have extensive experience in implementing in a SIS environment, including extensive application testing experience.	<p>Job Title Tester</p> <p>Level Associate Consultant III</p> <p>Description Define requirement and criteria for testing process Conduct regression testing, functional testing and post implementation testing Provide test architect expertise in defining standards for specific technical and functional testing. Prepare test plan and execute system tests during new releases to the application Define test plan and test cases, accept and deploy changes to the SIS application with the help of the application software vendor Define, develop and integrate custom software test plans for the SIS application</p> <p>Minimum experience 5 Years Relevant Work Experience 2 Years Education Sector experience</p>



Tester	The Tester executes test plans that will be used to determine Ministry acceptance of the application. The Tester should have extensive experience in testing in a SIS environment, including extensive application testing experience.	<p>Job Title Tester</p> <p>Level Associate Consultant III</p> <p>Description Define requirement and criteria for testing process Conduct regression testing, functional testing and post implementation testing Provide test architect expertise in defining standards for specific technical and functional testing. Prepare test plan and execute system tests during new releases to the application Define test plan and test cases, accept and deploy changes to the SIS application with the help of the application software vendor Define, develop and integrate custom software test plans for the SIS application</p> <p>Minimum experience 3 Years Relevant Work Experience 1 Years Education Sector experience</p>
Cutover Planning Consultant	The Cutover Planning Consultant develops and administers the plans, policies and procedures that will determine and manage the migration from development, to test, to the final production environment. The Cutover Planning Consultant should have extensive experience in implementing in a SIS environment, including extensive cutover planning experience.	<p>Job TitleRelease Manager</p> <p>LevelConsultant</p> <p>IDescription Plans initial release scopeAdherence to Change Manage processManages process for lifecycle from development, to test, to productionMinimum experience5 Years Relevant Work Experience2 Years Education Sector experience</p>

Documentation Analyst	The Documentation Analyst supports the development of the documentation that is needed for configuration, development, implementation, roll-out, training and ongoing support purposes. The Documentation Analyst should have experience in implementing the application as well as experience in developing and managing documentation.	<p>Job Title Business Analyst</p> <p>Level Associate Consultant III</p> <p>Description Supports the development of documentation that is required for configuration, development, and implementation purposes</p> <p>Minimum experience 2 Years Relevant Work Experience</p>
Senior Support Analyst	The Senior Support Analyst will manage a team(s) to provide level 2 support. The Senior Support Analyst should have extensive experience in leading support teams in a SIS environment.	<p>Job Title Senior Support Analyst</p> <p>Level Consultant I</p> <p>Description Obtain and document L1 feedback on tickets Logs incident records within the incident management system Provides initial diagnosis and attempts to resolve incidents by using the available resources Escalation of unresolved incidents Document resolution information for re-use Keep customer apprised of ticket status/progress Provide reports regarding support desk statistics</p> <p>Minimum experience 5 Years Relevant Work Experience 5 Years Education Sector experience</p>

Support Analyst	The Support Analyst will provide Level 2 Service Desk support. The Support Analysts should have experience in supporting the application.	<p>Job Title Service Desk Support Analyst</p> <p>Level Associate Consultant II</p> <p>Description Logs incident records within the incident management system Provides initial diagnosis and attempts to resolve incidents by using the available resources Document resolution information for re-use Keep customer apprised of ticket status/progress</p> <p>Minimum experience 3 Years Relevant Work Experience 1 Years Education Sector experience</p>
Apprentices	Apprentice analysts may be brought on to the project. Apprentices may not have significant experience but are expected to be quick learners. It is expected that Apprentices will migrate to more senior roles (and rates) after a learning period of 3 to 6 months on the job.	<p>Job Title Apprentice</p> <p>Level Associate Consultant I</p> <p>Description Provide support or non-critical role on project</p> <p>Minimum experience Training or Relevant Work Experience</p>
Senior Project Administrator	The Senior Project Administrator will provide ongoing senior administrative support to the Senior Project Manager and other team members.	<p>Job Title Senior Project Administrator</p> <p>Level Consultant I</p> <p>Description Provide ongoing administrative support to the AMS Manager and other team members</p> <p>Minimum experience 5 Years Relevant Work Experience 2 Years Education Sector experience</p>

Project Administrator	The Project Administrator will provide ongoing administrative support to the Project Manager and other team members. For example the Project Administrator will provide support for tracking, logging and reporting.	Job Title Project Administrator Level Associate Consultant II Description Provide ongoing Administrative support to the Project Manager and other team members. Minimum experience 2 Years Relevant Work Experience
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## SCHEDULE 13

### **PERSONAL INFORMATION PROTECTION AND SECURITY OBLIGATIONS**

#### **1. Definitions**

In this Schedule,

- (a) “**Access Personnel**” means Personnel and External Personnel having access to Personal Information in the performance of the Services;
- (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
- (c) “**Appendix**” means the Privacy Protection Appendix attached hereto as Appendix A, and the Forms of Confidentiality Covenant, attached hereto as Appendix 13-B;
- (d) “**equipment**” means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Service Provider to provide the Services;
- (e) “**facilities**” means any facilities at which the Service Provider provides or is to provide the Services;
- (f) “**Personal Information**” has the meaning set out in the Agreement;
- (g) “**Privacy Compliance Plan**” means the Privacy Compliance Plan to be prepared by the Service Provider in accordance with the Agreement;
- (h) “**record**” means a “record” as defined in the *Interpretation Act*; and
- (i) “**Schedule**” means this Schedule 13 (*Personal Information Protection and Security Obligations*) of the Agreement, and includes Appendixes 13-A and 13-B.

#### **2. Purpose**

In addition to the provisions set forth in the Agreement, this Schedule is required 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 Service Provider is aware of and complies with the Service Provider's statutory obligations under the Act with respect to Personal Information.

#### **3. Schedule contains additional obligations**

The obligations of the Service Provider in this Schedule are in addition to any other obligation in the Agreement or the Schedules attached to the Agreement relating to security and privacy protection.

#### **4. Overview and framework**

- 4.1 The Service Provider agrees that it will abide by and provide the Services in accordance with the obligations as set forth in this Schedule and elsewhere in the Agreement, and in the Privacy Compliance Plan.
- 4.2 The Province has the right at any time to amend this Schedule upon notice to the Service Provider, in accordance with the Change Order Process set out in the Agreement. Changes to this Schedule required to be implemented due to
- (a) changes in Canadian privacy laws,
  - (b) directives from the BC Privacy Commissioner, and
  - (c) material deficiencies relating to the protection of Personal Information identified in the course of the provision of the Services
- will be deemed to be mandatory changes, subject to the Mandatory Change process set forth in the Agreement.
- 4.3 Under no circumstances will the Service Provider enter into any relationship, contractual or otherwise, with another Person involving data sharing or data access relating to Personal Information. The Province will have sole and exclusive authority for establishing data sharing or data access agreements relating to Personal Information.
- 4.4 Data used by the Service Provider for any non-production purpose including application testing, development, and training will only include non-personally identifiable data to the extent reasonably possible. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, extracts from Personal Information will not be used for these purposes.
- 4.5 As part of the Transition Services, the Service Provider will, in accordance with the process, procedures and forms authorized by the Province, conduct Privacy Impact Assessments relating to the Personal Information, which will be available for review by the Province. Privacy Impact Assessments will also be performed by the Service Provider, prior to any material change to the delivery of the Services. The Province will have the right to conduct, at its own expense, its own Privacy Impact Assessments at any time during the Term.
- 4.6 As part of the Transition Services, the Service Provider will, in accordance with the process, procedures and forms authorized by the Province, conduct a “security threat and risk assessment” (the requirements for which will be stipulated by the Province based on contemporaneous provincial policy) at the request of and subject to the Approval of the Province. A security threat and risk assessment will also be performed by the Service Provider, prior to any material change to the delivery of the Services. The Province has the right to conduct, at its own expense, its own security threat and risk assessments or other security review to its satisfaction.
- 4.7 The Province may, either directly or through its authorized representatives, conduct regular integrity testing of the firewalls and security practices used by the Service Provider.
- 4.8 Notwithstanding any reviews, audits, investigations or other analysis conducted by or for the Province in this Schedule or otherwise in the Agreement, it will be the Service Provider’s sole

responsibility to ensure compliance with the terms of the Agreement including all referenced standards as any such standards may be revised or replaced from time to time.

## **5. Anticipatory disclosure of Personal Information**

Where the Province determines, on reasonable grounds, that there is a serious risk that Personal Information may be disclosed or accessed contrary to the terms of the Agreement then the Province will have the right to take all actions necessary to prevent such disclosure including, without limitation:

- (a) exercising its right to have all Personal Information in the Service Provider's possession or control, returned to the Province in the format and on the media requested by the Province, and all copies erased or destroyed to the extent so requested by the Province;
- (b) proceeding directly to court in respect of any such potential disclosure being deemed an event of irreparable harm, as more particularly described in the Dispute Resolution Process in the Agreement; and
- (c) taking all actions necessary to prevent such disclosure or the potential disclosure of Personal Information.

## **6. Compliance certificate**

The Service Provider will from time to time upon request of the Province deliver to the Province a "Compliance Certificate", in form and content as specified by the Province, which confirms the Service Provider's compliance with this Schedule and all related provisions with respect to the protection of Personal Information. The Province will have the right to conduct from time to time an audit to verify such compliance.

## **7. Ownership and control of Personal Information**

- 7.1 No access to or custody over Personal Information by the Service Provider or other Persons as contemplated in the Agreement will be construed in any manner as providing to the Service Provider or other Persons any legal control over or any proprietary rights to such Personal Information.
- 7.2 Subject to applicable security procedures and system availability, the Province will have complete and unrestricted control and access at all times of and to Personal Information and, as part of the Services, the Service Provider will provide access thereto as may be requested by the Province from time to time, including such access as will enable the Province to make complete copies of all Personal Information.
- 7.3 The Service Provider will at all times adhere to the directions of the Province with respect to Personal Information.

## **8. Security generally**

- 8.1 The Service Provider will make arrangements to maintain the security of Personal Information that it has access to, by protecting the Personal Information against such risks as unauthorized access, collection, use, duplication, modification, disclosure or disposal. In particular, the Service Provider will:

- (a) meet or exceed the standards and procedures set out in the Province's *Information Security Policy* (as revised or replaced from time to time);
  - (b) meet or exceed the standards and procedures set out in the Province's *Information Management / Information Technology Standards Manual* (as revised or replaced from time to time); and
  - (c) comply with the security requirements as may be set out in the Agreement.
- 8.2 The Service Provider will employ cryptographic controls where the classification of Personal Information requires it, in accordance with Province encryption standards as described in *Information Management / Information Technology Standards Manual* as revised or replaced from time to time.

## **9. Access Personnel confidentiality agreements**

- 9.1 The Service Provider must not permit Access Personnel to have access to Personal Information unless the Access Personnel has first entered into a confidentiality agreement with the Service Provider, in the form set out in the Appendix, to keep Personal Information confidential on substantially similar terms as those that apply to the Service Provider under the Agreement.
- 9.2 Access Personnel must reconfirm in writing the confidentiality agreement entered into with the Service Provider under Section 9.1 on an annual basis.
- 9.3 At the request of the Province, the Service Provider will provide the Province with copies of the signed confidentiality agreements described in Section 9.1.

## **10. Access Personnel security screening**

The Service Provider may only permit Access Personnel to have access to Personal Information or otherwise be involved in providing the Services if, after having subjected the Access Personnel to the personnel security screening requirements set out in the Appendix and any additional requirements the Service Provider may consider appropriate, the Service Provider is satisfied that the Access Personnel does not constitute an unreasonable security risk. The Service Provider must create, obtain and retain records documenting the Service Provider's compliance with the security screening requirements set out in the Appendix in accordance with the provisions of the Appendix.

## **11. Activity logging in relation to Personal Information**

- 11.1 The Service Provider must create and maintain detailed records logging the activities of all Access Personnel in relation to their access to Personal Information.
- 11.2 The Service Provider must create and maintain detailed records logging all activities involving access to Personal Information.
- 11.3 Activity logs will include, at a minimum:
- (a) recording the time of each entry, modification, and duplication of Personal Information and the identity of the person performing such function;



- (b) recording the time of each instance in which Personal Information is accessed including the identity of the person gaining the access;
  - (c) in respect of every network containing Personal Information, recording the time of log-on to and log-off from such network by every user of the network; and
  - (d) maintaining detailed audit history of each disclosure of Personal Information including the identity of the recipient of the Personal Information.
- 11.4 The Service Provider will maintain records as necessary to ensure that the Service Provider is at all times able to:
- (a) identify all Personal Information, including for greater certainty all individual items of hardware (identified by manufacturers' serial number) that contain Personal Information;
  - (b) identify all equipment (identified by unique catalogue number); and
  - (c) describe the size and nature of the Personal Information contained thereon.
- 11.5 Unless the Province otherwise directs in writing the Service Provider will retain activity logs throughout the Term and for a minimum of seven (7) years following the end of the Term.
- 11.6 To the extent reasonably possible, all systems that store or allow access to Personal Information will have mechanisms in place to provide automatic notification to a person designated by the Province in the event of irregular actions, access, copying or other activities with respect to Personal Information which are not within the normal scope of the Services.

## **12. Facilities and Equipment protection and access control**

- 12.1 The Service Provider must create, maintain and follow a documented process to:
- (a) protect facilities and equipment of the Service Provider required by the Service Provider 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 Service Provider
    - (i) being used by the Service Provider to provide the Services, or
    - (ii) that may be used by someone to access information
- to Access Personnel 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.
- 12.2 If the Province makes available to the Service Provider any facilities or equipment of the Province for the use of the Service Provider in providing the Services, the Service Provider 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.
- 12.3 The Service Provider will identify and segregate, in the manner directed by the Province, all equipment that contains Personal Information.

- 12.4 The Service Provider shall have password protection on all equipment that contains Personal Information that will include power-on and screen saver features. Password rules for all equipment that contains Personal Information must meet or exceed the Province's standards as such standards are revised from time to time, including standards relating to character length and time-expiry of passwords.
- 12.5 The Service Provider will maintain firewalls for all access points to equipment that contains Personal Information, including systems on SPAN/BC.
- 12.6 The Service Provider will ensure that policies and procedures exist to restrict and, where permitted, authorize and control remote access to equipment that contains Personal Information. All such policies and procedures are subject to review in advance by the Province, and no remote access to any equipment that contains Personal Information will be granted until such time as the Province has undertaken such review and Province has provided its approval in writing.
- 12.7 ensure that no remote access to equipment that contains Personal Information can occur (a) from outside of Canada, to the extent technically possible, or (b) by any individual other than (i) Province Customers accessing their own Personal Information, or (ii) authorized individuals who, as Province Customers, require access to Personal Information; and in all cases access is to be in accordance with user authenticated means that have been reviewed by the Province. For greater certainty, except as authorized by the Province in writing in accordance with the foregoing:
- (a) no equipment that contains Personal Information may be directly connected to the Internet or to any wide area network, and
  - (b) no equipment that contains Personal Information may be hosted on hardware that also hosts email, Internet, or other wide area server applications, to the extent technically possible.
- 12.8 Access Personnel will not have access to the Internet or to outbound email on the equipment that contains Personal Information, and all Internet or email access will be available only on completely separate systems which are independent from the equipment that contains Personal Information.
- 12.9 Except where required to perform the Services (such as for authorized back-up of Personal Information), equipment that contains Personal Information will not have removable data storage devices (such as floppy drives, CD or DVD burners), and all USB or other ports to which external storage devices (such as external hard drives) may be connected must be disabled.
- 12.10 The Service Provider will ensure that, prior to disposal or redeployment, all Personal Information is erased from the equipment using industry standard permanent file deletion procedures or tools.

### **13. Transmission of Personal Information**

- 13.1 The Service Provider will ensure that all individual items of equipment that contains Personal Information and that are permitted, pursuant to the Agreement, to be removed from the facilities, such as for purposes of off-site back-up, may be accessed only by authorized Access Personnel. Access to equipment will be restricted by password or, where password protection is not possible given the nature of the media(i) the media will be protected using physical security measures that prohibit use of the media or access to the Personal Information contained thereon, and (ii) the Personal Information contained thereon will be encrypted in accordance with Province encryption

standards as described in *Information Management / Information Technology Standards Manual* as revised or replaced from time to time.

- 13.2 The Service Provider will ensure that no Personal Information is transmitted over the Internet or any other wide area network (whether by email or otherwise) unless the Service Provider ensures that the Personal Information is encrypted in accordance with Province encryption standards as described in *Information Management / Information Technology Standards Manual* as revised or replaced from time to time.
- 13.3 Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider will not store Personal Information on laptops, PDAs, or any other mobile computing devices.

#### **14. Personal Information access control**

The Service Provider must create, maintain and follow a documented process for limiting access to Personal 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.

#### **15. Integrity of Information**

- 15.1 The Service Provider must create, maintain and follow a documented process for maintaining the integrity of Personal Information while possessed or accessed by the Service Provider.
- 15.2 For the purposes of Section 15.1 maintaining the integrity of Personal Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Personal Information has:
  - (a) remained as complete as when it was acquired or accessed by the Service Provider; and
  - (b) not been altered in any material respect.

#### **16. Privacy compliance plan**

- 16.1 The Service Provider will develop and maintain current policies and procedures specific to privacy protection and security of Personal Information in its Privacy Compliance Plan. The Privacy Compliance Plan will at all times be consistent with the Agreement.
- 16.2 The Service Provider will include in the Privacy Compliance Plan
  - (a) the processes required by Sections 12.1, 14 and 15.1;
  - (b) the processes contemplated by Sections 9.1, 9.2, 9.3 and 10;
  - (c) the processes to notify the Province as required in the Appendix;
  - (d) the processes to notify the Province as required by Sections 17 and 18; and
  - (e) a training plan for all Access Personnel including
    - (i) all aspects of privacy and security of Personal Information as appropriate to their job function;

- (ii) complying with the Privacy Compliance Plan and this Schedule and
- (iii) the fact that there will be no adverse consequences to such Persons as a result of such compliance.

16.3 The Service Provider will provide an up-to-date copy of the Privacy Compliance Plan to the Province at the request of the Province.

## **17. Documentation of changes to processes**

The Service Provider must create and maintain detailed records logging any changes it makes to the Privacy Compliance Plan, and the Service Provider will promptly advise the Province of any material changes that it makes to the Privacy Compliance Plan.

## **18. Notice of security breaches**

If Service Provider becomes aware that, or suspects that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Personal Information or records containing Personal 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 Service Provider to comply with this Schedule or the Agreement), the Service Provider must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Service Provider 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 Service Provider to do so.

## **19. Review of security breaches**

If the Province decides to conduct a review of a matter described in Section 18 (whether or not the matter came to the attention of the Province as a result of a notification under Section 18), the Service Provider must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Service Provider to do so.

## **20. General**

- 20.1 Any reference to the "Service Provider" in this Schedule includes Subcontractors, and the Service Provider must ensure that Subcontractors comply with this Schedule.
- 20.2 The obligations of the Service Provider in this Schedule will survive the termination of the Agreement.
- 20.3 If there is a conflict between this Schedule, the provisions in the Agreement, any other Schedule attached thereto, or the Privacy Compliance Plan, this Schedule shall take precedence.
- 20.4 In the event of any conflict between the Appendix and any other part of this Schedule, the more stringent provision protecting Personal Information will apply.
- 20.5 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.

- 20.6 The Service Provider must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or, subject to Section 30 of the Act, the law of any jurisdiction outside Canada.
- 20.7 Nothing in this Schedule requires the Service Provider to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

**Appendix 13-A**  
**PRIVACY PROTECTION SCHEDULE**

**For purposes of this Appendix 13-A, “access” means disclosure by the provision of access.**

**Collection of Personal Information**

1. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider may only collect or create Personal Information that is necessary for the performance of the Service Provider’s obligations, or the exercise of the Service Provider’s rights, under the Agreement.
2. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must collect Personal Information directly from the individual the information is about.
3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must tell an individual from whom the Service Provider 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 Service Provider’s collection of Personal Information.

**Accuracy of Personal Information**

4. The Service Provider must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Service Provider or the Province to make a decision that directly affects the individual the information is about.

**Requests for access to Personal Information**

5. If the Service Provider receives a request for access to Personal Information from a person other than the Province, the Service Provider must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Service Provider to provide such access and, if the Province has advised the Service Provider of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Service Provider must also promptly provide that official’s name or title and Contact Information to the person making the request.

**Correction of Personal Information**

6. Within 5 business days of receiving a written direction from the Province to correct or annotate any Personal Information, the Service Provider must annotate or correct the information in accordance with the direction.
7. When issuing a written direction under section 6, the Province must advise the Service Provider of the date the correction request to which the direction relates was received by the Province in order that the Service Provider may comply with section 6.
8. Within 5 business days of correcting or annotating any Personal Information under section 6, the Service Provider 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 Service Provider disclosed the information being corrected or annotated.

9. If the Service Provider receives a request for correction of Personal Information from a person other than the Province, the Service Provider must promptly advise the person to make the request to the Province and, if the Province has advised the Service Provider of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Service Provider must also promptly provide that official's name or title and Contact Information to the person making the request.

#### **Protection of Personal Information**

10. The Service Provider 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**

11. Unless the Province otherwise directs in writing, the Service Provider must not store Personal Information outside Canada or permit access to Personal Information from outside Canada.

#### **Retention of Personal Information**

12. Unless the Agreement otherwise specifies, the Service Provider 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**

13. Unless the Province otherwise directs in writing, the Service Provider may only use Personal Information if that use is for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.

#### **Disclosure of Personal Information**

14. Unless the Province otherwise directs in writing, the Service Provider may only disclose Personal Information inside Canada to any person other than the Province if the disclosure is for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.
15. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must not disclose Personal Information outside Canada.

#### **Notice of foreign demands for disclosure**

16. In addition to any obligation the Service Provider may have to provide the notification contemplated by section 30.2 of the Act, if in relation to Personal Information in its custody or under its control the Service Provider:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Service Provider 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 disclosurethe Service Provider 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**

17. In addition to any obligation the Service Provider may have to provide the notification contemplated by section 30.5 of the Act, if the Service Provider knows that there has been an unauthorized disclosure of Personal Information in its custody or under its control, the Service Provider 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**

18. 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 Service Provider, enter on the Service Provider’s premises to inspect any Personal Information in the possession of the Service Provider or any of the Service Provider’s information management policies or practices relevant to its management of Personal Information or its compliance with this Schedule and the Service Provider must permit, and provide reasonable assistance to, any such inspection.

### **Compliance with the Act and directions**

19. The Service Provider must in relation to Personal Information comply with:
- (a) the requirements of the Act applicable to the Service Provider 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.
20. The Service Provider 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**

21. If for any reason the Service Provider does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Service Provider 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**

22. 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 Service Provider, terminate the Agreement by giving written notice of such termination to the Service Provider, upon any failure of the Service Provider to comply with this Schedule in a material respect.

### **Interpretation**

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. Any reference to the “Service Provider” in this Schedule includes any Subcontractor or agent retained by the Service Provider to perform obligations under the Agreement and the Service Provider must ensure that any such Subcontractors and agents comply with this Schedule.
25. The obligations of the Service Provider in this Schedule will survive the termination of the Agreement.
26. 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.



27. The Service Provider must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30 of the Act, the law of any jurisdiction outside Canada.
28. Nothing in this Schedule requires the Service Provider to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

### Security screening requirements

The personnel security screening requirements set out below are for the purpose of assisting the Service Provider determine whether or not an Access Personnel constitutes an unreasonable security risk.

#### Verification of name, date of birth and address

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

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

\*It is not necessary that each piece of identification viewed by the Service Provider contains the name, date of birth and current address of the Access Personnel. It is sufficient that, in combination, the identification viewed contains that information.

#### Verification of education and professional qualifications

2. The Service Provider must verify, by reasonable means, any relevant education and professional

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

### **Security interview**

4. The Service Provider must allow the Province to conduct a security-focused interview with an Access Personnel if the Province identifies a reasonable security concern and notifies the Service Provider it wishes to do so.

### **Criminal history check**

5. The Service Provider must arrange for and retain documented results of a criminal history check on an Access Personnel obtained through the Access Personnel'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 an Access Personnel was completed within the previous five years.

**APPENDIX 13-B**  
**FORMS OF CONFIDENTIALITY COVENANT**

**CONFIDENTIALITY COVENANT (EMPLOYEES OF THE SERVICE PROVIDER)**

**BACKGROUND:**

Pursuant to a contract entered into by the **PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED BY THE MINISTER OF EDUCATION** (the “**Province**”) and • (the “**Company**”) for the Student Information System Project (the “**Contract**”), the Company will be providing services to the Province. In providing services to the Province, the Company will be provided with access to or custody over personal information that is under the control of the Province, including highly sensitive personal information, and other confidential information (the “**Province Data**”), and the Company is obligated to ensure the privacy, confidentiality and security of the Province Data.

**COVENANT:**

I, the undersigned, acknowledge that upon my employment with the Company it will be a condition of my access to Province Data that I maintain the confidentiality and security of Province Data and report any breach or suspected breach of confidentiality or security and any wrongdoing or suspected wrongdoing of which I am aware.

I, the undersigned, covenant that upon my employment with the Company:

1. I will access and deal with Province Data only in strict accordance with the written policies and processes that have been agreed to between the Company and the Province, to the extent that the same have been delivered or made available to me, including all Company policies that expressly prohibit any disclosure of Province Data pursuant to Foreign Disclosure Laws (collectively, the “**Privacy Obligations**”).
2. I will not disclose any Province Data except as clearly permitted or provided for by the Privacy Obligations.
3. In the event that I know or suspect that the Company or any other person or organization has accessed or disclosed or intends to access or disclose any Province Data in any manner that is not permitted by, or that is inconsistent with, the provisions of the Privacy Obligations (a “**Breach**”), I will:
  - (i) not take any action to assist the Company or any other person in committing the Breach or that might otherwise permit or provide for the furtherance of the Breach, even if instructed to do so by the Company or by any other person; and
  - (ii) immediately notify the Province of the Breach by calling • and cooperate with the Province by providing all relevant information regarding the details of the Breach.
4. Where I have any questions as to whether a Breach has occurred, I will call •. I will be deemed to be in compliance with my obligations under this Confidentiality Covenant where I follow any direction that I receive from the Province through •.

5. I am aware that under the *Freedom of Information and Protection of Privacy Act* (British Columbia) (the “**FOIPP Act**”), there are certain obligations placed on me as an employee of a “service provider” and, in particular, an obligation to provide notice to the Province of any foreign demand for disclosure of personal information.
6. I am aware that the FOIPP Act also provides for “whistle blower” protection for those who report incidents relating to foreign demands for disclosure, which requires, among other things, that an employer not discipline an employee because the employee, acting in good faith and on the basis of reasonable belief, has notified the commissioner under the FOIPP Act of an unauthorized disclosure of personal information or has notified the minister responsible under the FOIPP Act of a foreign demand for disclosure.
7. I acknowledge and agree that my obligations to the Province pursuant to this Confidentiality Covenant take priority over any agreement with or commitment to any other party (including the Company) that is inconsistent with this Confidentiality Covenant.
8. I acknowledge and agree that, if I leave the employ of the Company, I will not disclose to any person any Province Data nor take with me any Province Data received during the course of my employment with the Company.
9. I will, on an annual basis or as otherwise requested by the Province or the Company, reconfirm my commitments in respect of the Province Data.

10. I acknowledge that, upon my employment with the Company, my failure to comply with the provisions of this Confidentiality Covenant will be cause for and may result in disciplinary action up to and including, where necessary, my dismissal from the Company.

IN WITNESS WHEREOF I have executed this Confidentiality Covenant as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**SIGNED, SEALED and  
DELIVERED** by

Signed in the presence of:

\_\_\_\_\_  
Signature of **Witness**

\_\_\_\_\_  
[**PRINT NAME**]

\_\_\_\_\_  
Print Name of **Witness**

\_\_\_\_\_  
Address of **Witness**

\_\_\_\_\_  
[**SIGNATURE**]

\_\_\_\_\_  
Occupation of **Witness**

## CONFIDENTIALITY COVENANT (EMPLOYEES OF A SUBCONTRACTOR)

### BACKGROUND:

Pursuant to a contract entered into by the **PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED BY THE MINISTER OF EDUCATION** (the “**Province**”) and • (“•”) for the Student Information System Project (the “**Contract**”), • will be providing services to the Province. In providing services to the Province, • will be provided with access to or custody over personal information that is under the control of the Province, including highly sensitive personal information, and other confidential information (the “**Province Data**”), and • is obligated to ensure the privacy, confidentiality and security of the Province Data. I am currently employed by *[Insert name of Subcontractor]* (the “**Company**”) and I have been advised that the Company will provide services to • as a subcontractor in connection with the Student Information System Project, and in providing services to the Province the Company will be provided with access to or custody over personal information that is under the control of the Province, including Province Data.

### COVENANT:

I, the undersigned, acknowledge that upon my employment with the Company it will be a condition of my access to Province Data that I maintain the confidentiality and security of Province Data and report any breach or suspected breach of confidentiality or security and any wrongdoing or suspected wrongdoing of which I am aware.

I, the undersigned, covenant that upon my employment with the Company:

1. I will access and deal with Province Data only in strict accordance with the written policies and processes that have been agreed to between the Company and the Province, to the extent that the same have been delivered or made available to me, including all Company policies that expressly prohibit any disclosure of Province Data pursuant to Foreign Disclosure Laws (collectively, the “**Privacy Obligations**”).
2. I will not disclose any Province Data except as clearly permitted or provided for by the Privacy Obligations.
3. In the event that I know or suspect that the Company or any other person or organization has accessed or disclosed or intends to access or disclose any Province Data in any manner that is not permitted by, or that is inconsistent with, the provisions of the Privacy Obligations (a “**Breach**”), I will:
  - (i) not take any action to assist the Company or any other person in committing the Breach or that might otherwise permit or provide for the furtherance of the Breach, even if instructed to do so by the Company or by any other person; and
  - (ii) immediately notify the Province of the Breach by calling • and cooperate with the Province by providing all relevant information regarding the details of the Breach.
4. Where I have any questions as to whether a Breach has occurred, I will call •. I will be deemed to be in compliance with my obligations under this Confidentiality Covenant where I follow any direction that I receive from the Province through •.

5. I am aware that under the *Freedom of Information and Protection of Privacy Act* (British Columbia) (“the FOIPP Act”), there are certain obligations placed on me as an employee of a “service provider” and, in particular, an obligation to provide notice to the Province of any foreign demand for disclosure of personal information.

6. I am aware that the FOIPP Act also provides for “whistle blower” protection for those who report incidents relating to foreign demands for disclosure, which requires, among other things, that an employer not discipline an employee because the employee, acting in good faith and on the basis of reasonable belief, has notified the commissioner under the FOIPP Act of an unauthorized disclosure of personal information or has notified the minister responsible under the FOIPP Act of a foreign demand for disclosure.

7. I acknowledge and agree that my obligations to the Province pursuant to this Confidentiality Covenant take priority over any agreement with or commitment to any other party (including the Company) that is inconsistent with this Confidentiality Covenant.

8. I acknowledge and agree that, if I leave the employ of the Company, I will not disclose to any person any Province Data nor take with me any Province Data received during the course of my employment with the Company.

9. I will, on an annual basis or as otherwise requested by the Province or the Company, reconfirm my commitments in respect of the Province Data.



10. I acknowledge that, upon my employment with the Company, my failure to comply with the provisions of this Confidentiality Covenant will be cause for and may result in disciplinary action up to and including, where necessary, my dismissal from the Company.

IN WITNESS WHEREOF I have executed this Confidentiality Covenant as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**SIGNED, SEALED and  
DELIVERED by**

Signed in the presence of:

\_\_\_\_\_  
Signature of **Witness**

\_\_\_\_\_  
[**PRINT NAME**]

\_\_\_\_\_  
Print Name of **Witness**

\_\_\_\_\_  
Address of **Witness**

\_\_\_\_\_  
[**SIGNATURE**]

\_\_\_\_\_  
Occupation of **Witness**

**SCHEDULE 14**

**CORPORATE CHART**  
(See Attached)

Page 348 redacted for the following reason:  
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## SCHEDULE 15

### **SPECIFIC LAWS AND POLICIES** **(Article 19)**

#### **1. Compliance with Applicable Laws.**

At all times during the Initial Term, and any Renewal Term, the Service Provider will, and will cause all Personnel of the Service Provider to exercise their rights, powers and authority and to perform their obligations, duties, covenants and responsibilities under this Agreement in accordance with all Applicable Laws of the Province of British Columbia and Canada, as amended or modified from time to time.

#### **2. Compliance with Province Policies.**

At all times during the Initial Term, and any Renewal Term, the Service Provider will, and will cause all Personnel of the Service Provider to exercise their rights, powers and authority and to perform their obligations, duties, covenants and responsibilities under this Agreement in a manner that complies with all applicable Province Policies which have been provided to the Service Provider from time to time, and as modified or amended from time to time including, without limitation, the following:

- (a) “Core Policy and Procedures Manual”, all applicable chapters, and especially chapter 12 and chapter 12 Supplemental (as may be currently accessed from the Web site of the Office of the Chief Information Officer at [http://www.cio.gov.bc.ca/cio/leg\\_graphic.page](http://www.cio.gov.bc.ca/cio/leg_graphic.page) or <http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/CPMtoc.htm> ; and Chapter 12 [http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/12\\_Info\\_Mgmt\\_and\\_Info\\_Tech.htm](http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/12_Info_Mgmt_and_Info_Tech.htm) (note that relevant links may change from time to time);
- (b) Data retention requirements in accordance with the Government’s Operational Records Technology Services Section (as may be accessed from a Web site at [http://www.gov.bc.ca/citz/iao/records\\_mgmt/arcs\\_orcs/ORCS/e\\_reference\\_library/ITS/index.html](http://www.gov.bc.ca/citz/iao/records_mgmt/arcs_orcs/ORCS/e_reference_library/ITS/index.html) “FOIPP Act Policy and Procedures Manual” of the Province (as may be accessed from [http://www.cio.gov.bc.ca/cio/priv\\_leg/foippa/foippa\\_guide.page](http://www.cio.gov.bc.ca/cio/priv_leg/foippa/foippa_guide.page)) (note that relevant links may change from time to time);
- (c) Province’s *Information Management / Information Technology Standards Manual* [http://www.cio.gov.bc.ca/local/cio/standards/documents/standards/standards\\_manual.pdf](http://www.cio.gov.bc.ca/local/cio/standards/documents/standards/standards_manual.pdf) (note that relevant links may change from time to time);
- (d) Province’s *Information Security Policy* <http://www.cio.gov.bc.ca/local/cio/informationsecurity/policy/isp.pdf> (note that relevant links may change from time to time);

## **SCHEDULE 16**

### **ADDITIONAL REPRESENTATIONS AND WARRANTIES** **(Section 20.2(r))**

In addition to the representations, warranties and covenants set forth in Section 20.2 of the Agreement, the Service Provider represents, warrants and covenants to the Province, as of the date of this Agreement and throughout the Term, and acknowledges and confirms that the Province is relying upon such representations, warranties and covenants in entering into of this Agreement that neither the execution and delivery of this Agreement and the other Transaction Documents, nor the compliance with the terms of this Agreement and the other Transaction Documents by the Service Provider will result a default or breach of any contract between the Service Provider and any Third Party and, in particular, there are no exclusivity provisions, or other restrictive covenants, that would limit or otherwise prevent the Service Provider from cooperating with a Third Party service provider selected by the Province.

## SCHEDULE 17

### **INDEMNIFICATION MATTERS** **(Section 21.2)**

#### **1. Indemnification by the Service Provider.**

Pursuant to Section 21.2 (*Indemnification by the Service Provider*) and without duplication of any liquidated damages to be paid by the Service Provider to the Province hereunder, the Service Provider will indemnify and save harmless the Province Indemnified Parties to the fullest extent permitted by law, from and against any and all Claims suffered or incurred by any one or more of the Province Indemnified Parties arising as a result of or in connection with any of the following (except to the extent suffered or incurred as a result of or in connection with the wilful misconduct, fraud, malfeasance or gross negligence of the Province Indemnified Parties):

- (a) the failure of the Service Provider to perform its obligations under any license, lease or other agreement:
  - (i) between the Service Provider and a third party, including Subcontractors and landlords, or
  - (ii) assigned by the Service Provider to the Province or to the Alternative Service Provider in connection with Termination of this Agreement, but only with respect to any Claims that arise from or relate to the period prior to the assignment thereof by the Service Provider to the Province or the Alternative Service Provider,or any third party Claim relating thereto that arises as a result of the Province receiving Services under this Agreement;
- (b) the failure of the Service Provider to pay and discharge any Taxes for which the Service Provider is responsible pursuant to this Agreement and all Applicable Laws (provided that nothing in the Agreement or any Transaction Document shall impose on the Service Provider any obligation or liability with respect to Taxes for which its Subcontractors may be responsible at law);
- (c) the acts or omissions of the Service Provider, its Personnel or its Subcontractors or External Personnel with respect to the Services or this Agreement;
- (d) the fraud by the Service Provider, its Personnel or its Affiliates, Subcontractors or their External Personnel;
- (e) the death of or bodily injury to any third party or to any employee of the Province to the extent caused by the acts or omissions of the Service Provider, its Personnel or its Subcontractors or External Personnel;
- (f) the loss of or damage to any tangible personal or real property of the Province, to the extent caused by the acts or omissions of the Service Provider, its Personnel or its Subcontractors or External Personnel;

- (g) the loss of or damage to any tangible personal or real property of any third party, to the extent caused by the acts or omissions of the Service Provider, its Personnel or its Subcontractors or External Personnel;
- (h) the Service Provider acting outside of the scope of the authority granted to it under the terms of the Agreement;
- (i) the Service Provider's breach of the standard of care under the Agreement; and
- (j) any Claim, proceeding or action taken or initiated by any member of the Service Provider Group in breach of Article 23 (*Dispute Resolution*) or Section 29.13 (*Governing Law*).

For greater clarification, the Service Provider shall not be required to indemnify the Province Indemnified Parties under this Section in respect of those Service Provider Material Breaches for which the Parties have agreed the Service Provider will pay liquidated damages under the provisions of this Agreement.

## **2. Service Provider Intellectual Property Indemnification.**

Subject to 21.3 (*Third Party Claim Process*), the Service Provider will indemnify and save harmless, to the fullest extent permitted by law, the Province Indemnified Parties from and against any and all Claims suffered or incurred by them arising as a result of, or in connection with, any actual or alleged infringement by the Service Provider Software or the Service Provider Confidential Information of the Intellectual Property Rights of a third party (an "**SP Infringement Claim**"). Notwithstanding the foregoing, the Service Provider shall have no liability under this Section for any SP Infringement Claim if and to the extent that such SP Infringement Claim would not have arisen but for:

- (a) the use by the Service Provider of any Province Intellectual Property, Province Proprietary Software or Province Confidential Information in accordance with the provisions of this Agreement permitting the use of the same, provided that this subsection 2(a) will not apply if the SP Infringement Claim arises out of, relates to, or is caused by a Modification to such Province Intellectual Property, Province Proprietary Software or Province Confidential Information made by the Service Provider or any Subcontractor unless: (i) the Modification was made as a result of an express written direction of the Province, and (ii) the SP Infringement Claim would not have occurred but for the Service Provider's compliance with that direction; or
- (b) a Modification made by the Province to the Service Provider Software or the Service Provider Confidential Information that was not expressly authorized in writing by the Service Provider.

Without limiting or otherwise restricting the Service Provider's liability and obligations to the Province Indemnified Parties in respect of the foregoing, if the Province's use of any Intellectual Property provided or otherwise made available by the Service Provider to the Province pursuant to this Agreement is found to be infringing the Intellectual Property Rights of a third party or, in the Service Provider's reasonable judgment is likely to be found to be infringing, then the Service Provider may (at its option and expense), either procure for the Province the right to continue using such Intellectual Property, or replace or modify such Intellectual Property to make its continued use non-infringing while providing substantially the same functionality.

The obligations of the Service Provider under this Section 2 are in addition to the obligations of the Service Provider under Article 16 (*Intellectual Property and Proprietary Rights*) of the Agreement.

## SCHEDULE 18

### **LIMITATION ON LIABILITY** (Section 21.5)

#### **1. Cap on Damages.**

The liability of the Service Provider (if any) to the Province for any and all Claims relating to or arising from this Agreement, other than:

- (a) in respect of any liquidated damages expressly provided for in this Agreement, and
- (b) in respect of any breach of the provisions of Article 13 and Schedule 13 of the Agreement, and
- (c) pursuant to the indemnities granted under Sections 1(a), 1(b), 1(d), 1(e), 1(f), 1(g), 1(h), 1(j) and 2 of **Schedule 17** (*Indemnification Matters*)

will not exceed on a per Claim basis and in the aggregate, twenty million dollars (\$20,000,000.00) (the “**Damages Cap**”). For greater certainty, with respect to Section 1(c) above, to the extent that any Claims relating to or arising from this Agreement pursuant to the indemnities under Section 1(a), (b), (d) – (h) and (j) or 2 of **Schedule 17** (*Indemnification Matters*) are as a result of any act or omission of the Service Provider or the Service Provider's breach of the standard of care under the Agreement, Claims pursuant to such indemnities granted under **Schedule 17** (*Indemnification Matters*) shall not be subject to the Damages Cap or otherwise any limit on liability.

#### **2. Reset of Damages Cap.**

If and when the Damages Cap is reached as a result of such Claims, then the Parties shall reset the amount of the Damages Cap applicable for the period thereafter, and if the Parties are unable to so agree within sixty (60) days of a request by one Party to the other to reset the amount of the Damages Cap, then the Province shall be entitled to terminate this Agreement, in which case, the provisions of **Schedule 22** (*Termination Fees*), on the basis of termination for Service Provider cause, shall apply. If the Parties do not agree to reset the Damages Cap in accordance with this paragraph such Damages Cap remains in effect.

#### **3. Reconstruction of Data.**

Notwithstanding the foregoing, the Service Provider's liability to the Province in respect of lost data shall be limited to using all reasonable efforts to reconstruct such data, provided that, in respect thereof, the Service Provider had complied with all data back-up requirements as agreed to by the Parties under this Agreement, and that the Service Provider performed such back-ups when required to do so.

#### **4. Claims for Amounts Already Paid.**

Notwithstanding the foregoing paragraphs, nothing in this Schedule shall entitle either Party to seek indemnification for (or otherwise bring a claim for) Claims in respect of amounts already paid to that Party pursuant to **Schedule 22** (*Termination Fees*).



**SCHEDULE 19**

**INTENTIONALLY DELETED**

**SCHEDULE 20**  
**FORM OF CERTIFICATE OF INSURANCE**

# 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)		AGREEMENT IDENTIFICATION NO.	
<b>PROVINCE'S CONTACT PERSON</b> NAME & TITLE		PHONE NO.	
		FAX NO.	
MAILING ADDRESS			POSTAL CODE
CONTRACTOR NAME			
CONTRACTOR ADDRESS			POSTAL CODE

## Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME		
	ADDRESS		POSTAL CODE
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

**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:

The Insurer will endeavour to provide thirty (30) days written notice of cancellation or of negative material alternation to the above policies, to the holder of this certificate.

AGENCY OR BROKERAGE FIRM	ADDRESS	PHONE NO.
NAME OF AUTHORIZED AGENT OR BROKER (PRINT)	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	DATE SIGNED

## SCHEDULE 21

### **REMEDIES FOR MATERIAL BREACH** (Section 24.2)

1. **Province Remedies for Service Provider Material Breach.** Without the requirement of the Province to invoke the dispute resolution process pursuant to Article 23 (*Dispute Resolution*) and without limiting any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement:

- (a) upon the occurrence of a Material Breach as contemplated in Section 24.1 (*Service Provider Material Breach*) of the Agreement, the Province may:
  - (i) subject to Article 21 (*Indemnification and Liability*) and **Schedule 18** (*Limitation on Liability*), require that the Service Provider reimburse the Province for any Claims of the Province in connection with such Material Breach including, without limitation, any Claims incurred by the Province in connection with any steps taken by the Province pursuant to clause (ii) below, and if the Service Provider disputes the occurrence of the Material Breach or the Claims suffered by the Province, then such Dispute shall be resolved by the Parties under Article 23 (*Dispute Resolution*);
  - (ii) where such Material Breach involves a breach by the Service Provider of any provision of **Schedule 13** (Personal Information Protection and Security Obligations), take such steps as may be deemed necessary by the Province in its sole discretion to cure such Material Breach including, without limitation, performing any Services or procuring or otherwise obtaining Services from any other service provider or providers during the period of time which the Material Breach remains uncured, at the sole cost and expense of the Service Provider; and
  - (iii) in addition to all other rights and remedies provided for in this Section, the Province may immediately terminate this Agreement by delivery of a Termination Notice to the Service Provider, in which case, the provisions of Column 3 entitled “Termination by Province for Service Provider Material Breach” of **Schedule 22** (*Termination Fees*), shall apply, provided that Province shall not be entitled to terminate this Agreement in accordance with this clause (iii) as a result of a Material Breach referred to in Subsections 24.1(k) or 24.1(l) (*Service Provider Material Breach*), until such time as the Service Provider shall have failed to comply with the curative provisions for the Material Breach that are set out therein;

and the Service Provider acknowledges and agrees that, upon the occurrence of a Material Breach, the Province may exercise any or all of, or any combination of, the remedies set forth above in this Section 1 of this **Schedule 21** (*Remedies for Material Breach*) in accordance with the provisions of this Section 1 (*Province Remedies for Service Provider Material Breach*) above.

**SCHEDULE 22**  
**TERMINATION FEES**  
**(Articles 24 and 25)**

1. The purpose of this Schedule 22 (*Termination Fees*) is to set forth the Parties agreement with respect to the allocation of specific costs of the Parties under the following circumstances:
  - (a) termination of the Agreement by Province for the Service Provider Cause (Column 3 of the Termination Cost Allocation Matrix below);
  - (b) termination of the Agreement by the Service Provider for Province Cause (Column 4 of the Termination Cost Allocation Matrix below);
  - (c) termination of the Agreement by Province for convenience (Column 5 of the Termination Cost Allocation Matrix below);
  - (d) termination of the Agreement as a result of a no-fault event such as a Force Majeure Event (Column 6 of the Termination Cost Allocation Matrix below); and
  - (e) the expiry of the Agreement (Column 7 of the Termination Cost Allocation Matrix below).
2. The Termination Cost Matrix summarizes each Parties' responsibility for certain costs in the event of:
  - (a) early termination of the Agreement, depending upon the circumstances of such termination as set forth in Section 1(a) – (d) above; or
  - (b) expiry of the Agreement.
3. The Parties hereby agree to adopt and adhere to the following principles in connection with the Termination Cost Allocation Matrix:
  - (a) the cost categories in each of the rows under "Column 2" of the Termination Cost Allocation Matrix are (1) calculated as the aggregate amount applicable to all Service Schedules in effect under the Agreement at the time of expiry or earlier termination of the Agreement; and (2) are without duplication, taking into account the costs addressed in any Services Agreement in effect at the time of expiry or early termination;
  - (b) in accordance with the Agreement and upon the expiry or earlier termination of the Agreement, the Parties will use commercially reasonable efforts to work cooperatively to mitigate the costs incurred by each Party as a result of such expiry or earlier termination; and
  - (c) upon early termination or expiry of the Agreement, for each of the cost categories in each of the rows under "Column 2" of the Termination Cost Allocation Matrix, each Party, as the case may be, will provide documentary evidence of the costs that are to be paid by the other Party (as applicable).

### Termination Cost Allocation Matrix

1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Row #	Cost Item <i>Definitions/Comments</i>	Termination by Province for Service Provider Cause	Termination by Service Provider for Province Cause	Termination by Province for Convenience	No Fault	Expiry of Agreement
<b>1.</b>	<b>TRANSITION COSTS AND INVESTMENT COSTS</b>					
	Any and all Service Provider Transition Costs and Investment Costs.	The Service Provider shall be responsible for Service Provider transition costs.	See Appendix 22-A.	N/A (see Section 7 below).	The Service Provider shall be responsible for Service Provider transition costs. Province will pay the Service Provider any unpaid Fees for Deliverables in accordance with Schedule 12 ( <i>Fees</i> ).	N/A
<b>2.</b>	<b>THIRD PARTY CONTRACTS</b>					
	Any and all costs associated with Third Party Contracts relating to the provision of the Services.	Service Provider is responsible for any and all costs associated with third party contracts.	Service Provider is responsible for any and all costs associated with third party contracts.	Service Provider is responsible for any and all costs associated with third party contracts.	Service Provider is responsible for any and all costs associated with third party contracts.	N/A
<b>3.</b>	<b>EMPLOYEE COSTS</b>					
	Any and all costs of the Service Provider and its Subcontractors associated with the provision of the Services.	Service Provider will be responsible for any and all employee costs including, for certainty, severance costs.	Service Provider will be responsible for any and all employee costs including, for certainty,	Service Provider will be responsible for any and all employee costs including, for certainty, severance costs.	Service Provider will be responsible for any and all employee costs including, for certainty, severance	NA

1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Row #	Cost Item <i>Definitions/Comments</i>	Termination by Province for Service Provider Cause	Termination by Service Provider for Province Cause	Termination by Province for Convenience	No Fault	Expiry of Agreement
			severance costs.		costs.	
4.	<b>PREPAID EXPENSES</b>					
	Any and all costs or expenses associated with the performance of the Services that the Service Provider prepaid.	Service Provider is responsible for any and all prepaid expenses.	Service Provider is responsible for any and all prepaid expenses.	Service Provider is responsible for any and all prepaid expenses.	Service Provider is responsible for any and all prepaid expenses.	Service Provider is responsible for any and all prepaid expenses.
5.	<b>WIND DOWN COSTS</b>					
	Any and all Service Provider costs associated with the winding up of the performance of the Services upon expiry or earlier termination of the Agreement.	Service Provider is responsible for any and all wind down costs.	Service Provider is responsible for any and all wind down costs.	Service Provider is responsible for any and all wind down costs.	Service Provider is responsible for any and all wind down costs.	Service Provider is responsible for any and all wind down costs.
6.	<b>TERMINATION SERVICES</b>					
	Termination Services	Termination Services will be provided by the Service Provider in accordance with Article 25 ( <i>Termination Services</i> ) of the Agreement.	Termination Services will be provided by the Service Provider in accordance with Article 25 ( <i>Termination Services</i> ) of the Agreement.	Termination Services will be provided by the Service Provider in accordance with Article 25 ( <i>Termination Services</i> ) of the Agreement.	Termination Services will be provided by the Service Provider in accordance with Article 25 ( <i>Termination Services</i> ) of the Agreement.	Termination Services will be provided by the Service Provider in accordance with Article 25 ( <i>Termination Services</i> ) of the Agreement.
7.	<b>TERMINATION FOR CONVENIENCE COSTS</b>					
		N/A	N/A	See Appendix 22-A		N/A

1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Row #	Cost Item <i>Definitions/Comments</i>	Termination by Province for Service Provider Cause	Termination by Service Provider for Province Cause	Termination by Province for Convenience	No Fault	Expiry of Agreement
				Termination Fees		

The Parties acknowledge and agree that to the extent there are any other Service Provider cost categories or costs not expressly referred to above, then the Service Provider shall be responsible for any and all such costs notwithstanding the reason for, or cause of, the Termination.



## **APPENDIX 22-A**

For the purposes of this Appendix 22-A to Schedule 22, the following capitalized terms will have the following meanings:

**“Actual Service Provider Costs”** means, for the period after the Effective Date and up to the date of the Termination Notice, the aggregate amount of any and all direct costs incurred by the Service Provider in connection with the provision of the Services, excluding the Services As Needed, *provided that* all such Actual Service Provider Costs are substantiated by Service Provider documentary records and supporting invoices.

**“Aggregate Province Payments”** means, for the period after the Effective Date and up to the date of the Termination Notice, the aggregate amount of any and all payments made by the Province to the Service Provider under the Agreement, including amounts invoiced by the Service Provider but subject to the right of set-off under the terms of the Agreement and any and all fees for Termination Services, but excluding any payments for Services As Needed.

**“Termination Amount”** means the number of Active Student Records (as of the date of the Termination Notice) times 24 (representing a period of two years).

**“Termination Period”** means the period from the date of the Termination Notice until the Termination Date.

**“Termination Period Payments”** means the aggregate amount of any and all monthly amounts paid by the Province to the Service Provider including, without limitation Ongoing Service Fees and amounts paid for Termination Services, during each month of the Termination Period.

### **1. Termination by Province for Convenience/Termination by Service Provider for Province Cause – Termination Fees - No Active Student Records**

- (a) If the Province terminates the Agreement for convenience (under Section 24.5 of the Agreement) or the Service Provider terminates this Agreement for Province Cause (under Section 24.3 of the Agreement) and there are **no Active Student Records**, then the Province will pay the Service Provider a one time, lump sum fee (**“Termination Fee – No Active Records”**) in an amount that is the lesser of:

- (i) Actual Service Provider Costs minus Aggregate Province Payments; or
- (ii) \$10,500,000 minus Aggregate Province Payments.

For greater clarity, if the Aggregate Province Payment as of the date of the Termination Notice is equal to or greater than \$10,500,000, then there shall be no Termination Fee – No Active Records payable by the Province under the Agreement. For further clarity, after the Termination Date, no additional Service Provider costs will be eligible for inclusion in the Termination Fee – No Active Records.

- (b) The Service Provider will provide the Province with an invoice on the Termination Date for the amount of any Termination Fee – No Active Records, if any. Such invoice will include the detailed calculations of the amount of the Termination Fee – No Active Records and the basis for the calculation of such Termination Fee – No Active Records (paragraph (a) or (b) above).

- (c) Notwithstanding the provisions of Section 25.4(b), in the event of termination of the Agreement for convenience (under Section 24.5) or termination for Province cause (under Section 24.3), Standard Time and Materials Rates will apply.

## **2. Termination by Province for Convenience/Termination by Service Provider for Province Cause – Termination Fees - Active Student Records**

- (a) If the Province terminates the Agreement for convenience (under Section 24.5 of the Agreement) or the Service Provider terminates this Agreement for Province Cause (under Section 24.3 of the Agreement) and there are Active Student Records, then the Province will pay the Service Provider a fee (“**Termination Fee – Active Records**”) calculated as follows:

### **Termination Amount minus Termination Period Payments**

calculated and paid as follows:

- (i) on the date of the Termination Notice, the Parties will calculate the amount of the Termination Amount;
  - (ii) the Termination Amount will be paid by the Province to the Service Provider in twenty-four equal monthly payments;
  - (iii) each of the twenty-four monthly payments will be reduced by the amount of the Termination Period Payments for such month;
  - (iv) the Maximum Payment amount set out in Schedule 12 (*Fees*) shall apply; and
  - (v) provided that if the date of the Termination Notice is on or before March 31, 2016, and the total of the Aggregated Province Payments plus the Termination Amounts minus the Termination Period Payments, as described above, is less than \$10,500,000, then the Province will make an additional payment at the end of the 24 month period after the date of the Termination Date such that the total of the additional payment plus the Aggregated Province Payments and plus the Termination Amounts minus the Termination Period Payments, as described above, is equal to \$10,500,000. In this event only, the Maximum Payment amount set out in Schedule 12 (*Fees*) shall not apply.
- (b) The Service Provider will provide the Province with an invoice on the Termination Date for any Termination Fee – Active Records, if any.
- (c) Notwithstanding the provisions of Section 25.4(b), in the event of termination of the Agreement for convenience (under Section 24.5) or termination for Province cause (under Section 24.3), Standard Time and Materials Rates will apply.

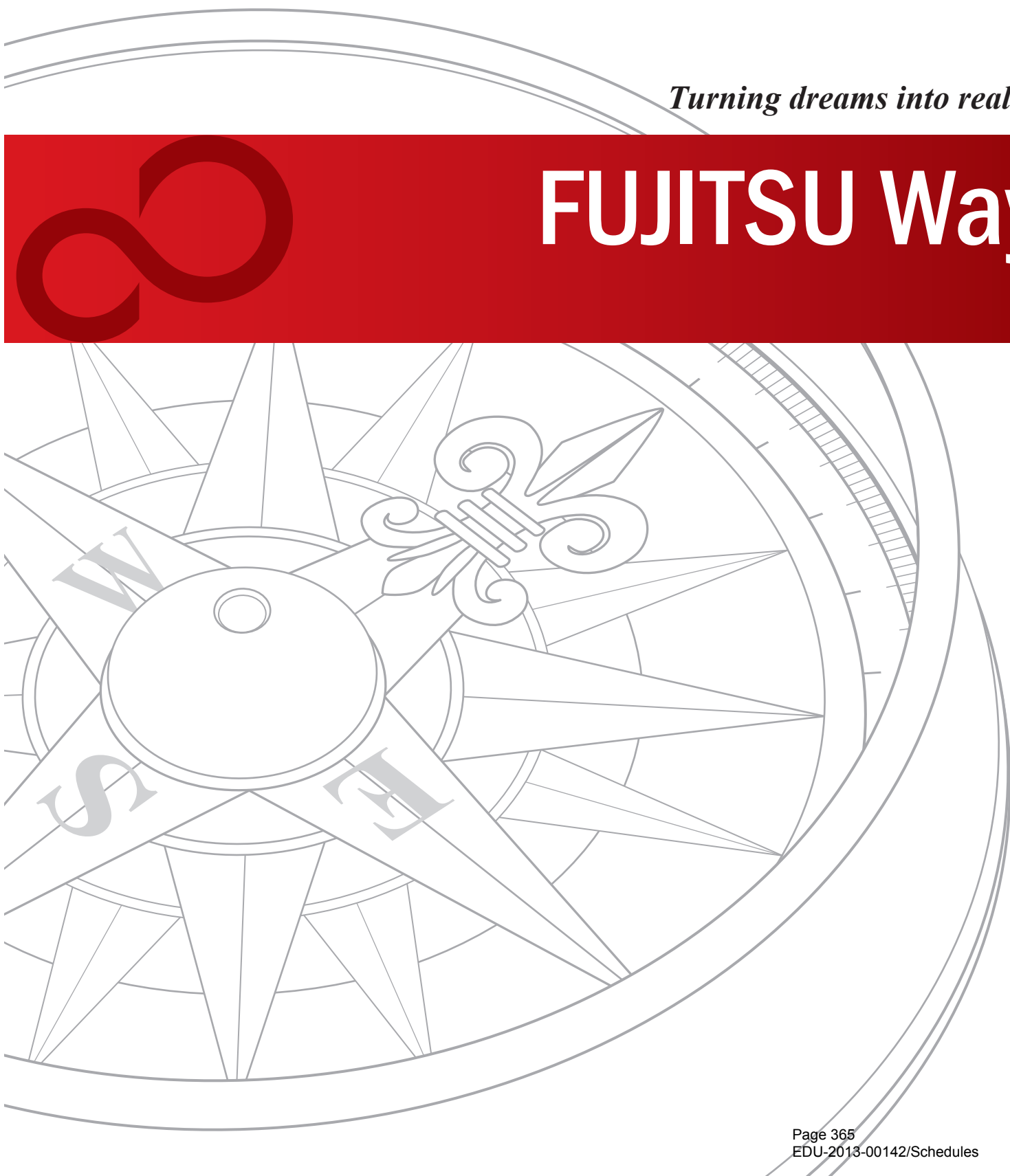
**SCHEDULE 23**

**SERVICE PROVIDER CODE OF CONDUCT**  
(See Attached)

*Turning dreams into reality*



# FUJITSU Way



# Contents

<b>Introduction</b>	<b>2</b>
---------------------	----------

<b>Corporate Vision</b>	<b>4</b>
-------------------------	----------

<b>Corporate Values</b>	<b>5</b>
-------------------------	----------

## What we strive for

- Society and Environment
- Profit and Growth
- Shareholders and Investors
- Global Perspective

## What we value

- Employees
- Customers
- Business Partners
- Technology
- Quality

<b>Principles</b>	<b>10</b>
-------------------	-----------

- Global Citizenship
- Customer-Centric Perspective
- Firsthand Understanding
- Spirit of Challenge
- Speed and Agility
- Teamwork

<b>Code of Conduct</b>	<b>13</b>
------------------------	-----------

- We respect human rights
- We comply with all laws and regulations
- We act with fairness in our business dealings
- We protect and respect intellectual property
- We maintain confidentiality
- We do not use our position in our organization for personal gain


<b>Business Policy</b>	<b>16</b>
------------------------	-----------

# Introduction

The Fujitsu Way embodies the philosophy of the Fujitsu Group, our reason for existence, values and the principles that we follow in our daily activities.

Based on a thorough understanding of its elements, we fully embrace the Fujitsu Way so that our conduct naturally reflects its spirit and intent. Especially when faced with difficult decisions, we use the Fujitsu Way to guide our actions.

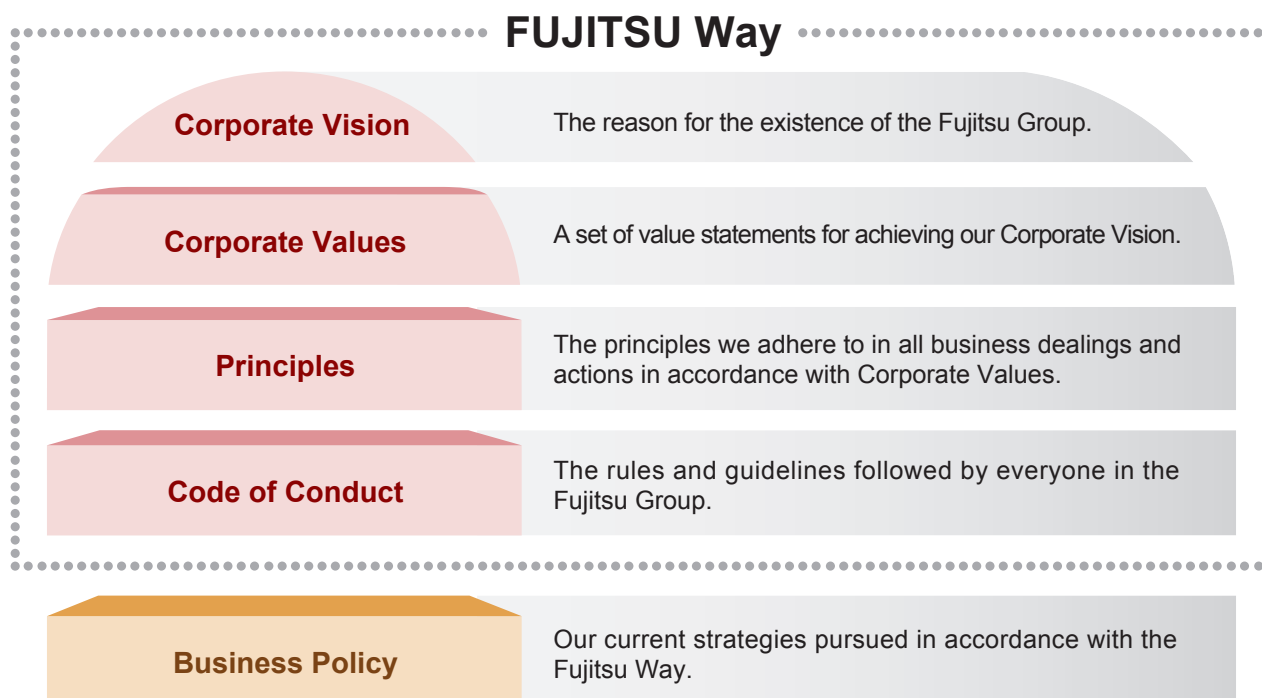
We believe that by conducting our activities in accordance with the Fujitsu Way, we maximize the value of the Fujitsu Group and promote a unified direction, better serve our customers and business partners, and enhance our contribution to the communities in which we operate and to society as a whole.



In the Fujitsu Way, the term “employee” refers to everyone working within the Fujitsu Group.

## The Elements of FUJITSU Way

FUJITSU Way comprises four core elements:





Through our constant pursuit of innovation, the Fujitsu Group aims to contribute to the creation of a networked society that is rewarding and secure, bringing about a prosperous future that fulfills the dreams of people throughout the world.

#### What we strive for:

<b>Society and Environment</b>	In all our actions, we protect the environment and contribute to society.
<b>Profit and Growth</b>	We strive to meet the expectations of customers, employees and shareholders.
<b>Shareholders and Investors</b>	We seek to continuously increase our corporate value.
<b>Global Perspective</b>	We think and act from a global perspective.

#### What we value:

<b>Employees</b>	We respect diversity and support individual growth.
<b>Customers</b>	We seek to be their valued and trusted partner.
<b>Business Partners</b>	We build mutually beneficial relationships.
<b>Technology</b>	We seek to create new value through innovation.
<b>Quality</b>	We enhance the reputation of our customers and the reliability of social infrastructure.

<b>Global Citizenship</b>	We act as good global citizens, attuned to the needs of society and the environment.
<b>Customer-Centric Perspective</b>	We think from the customer's perspective and act with sincerity.
<b>Firsthand Understanding</b>	We act based on a firsthand understanding of the actual situation.
<b>Spirit of Challenge</b>	We strive to achieve our highest goals.
<b>Speed and Agility</b>	We act flexibly and promptly to achieve our objectives.
<b>Teamwork</b>	We share common objectives across organizations, work as a team and act as responsible members of the team.

- We respect human rights.
- We comply with all laws and regulations.
- We act with fairness in our business dealings.
- We protect and respect intellectual property.
- We maintain confidentiality.
- We do not use our position in our organization for personal gain.

- We use Field Innovation to find new approaches and the inspiration to improve ourselves, while delivering added value to our customers.
- We provide global environmental solutions in all our business areas.
- Fujitsu Group companies work together to accelerate our global business expansion.

# Corporate Vision

## Corporate Vision

Through our constant pursuit of innovation, the Fujitsu Group aims to contribute to the creation of a networked society that is rewarding and secure, bringing about a prosperous future that fulfills the dreams of people throughout the world.

This “Corporate Vision” embodies the reason for the existence of the Fujitsu Group.

The constant pursuit of innovation is in the DNA of Fujitsu.

A corporate culture that places great value on the pursuit of new possibilities previously unimagined and brings them to fruition has been the foundation of the Fujitsu Group’s success since its inception.

In an increasingly competitive world, in which the pace of change continues to accelerate, the Fujitsu Group must strive for continuous innovation. Each and every employee will rise to the challenge of creating new value amid changes in the management environment, technology, society and the marketplace. With a spirit of challenge, we are committed to the continuous creation of new value.

Advancements in Information Technology (IT) have turned people’s dreams into reality. These unceasing advancements have given rise to a global networked society, bringing major changes to the business world, our personal lives and society as a whole. Without IT, the modern world would cease to function. In providing IT infrastructure solutions to underpin our modern world, the Fujitsu Group seeks to create an environment where everyone can equally enjoy the benefits of a networked society that is rewarding and secure. Through the constant pursuit of new possibilities enabled by IT, the Fujitsu Group aims to continuously create new value, bringing about a prosperous future that fulfills the dreams of people throughout the world.

### The Fujitsu Group’s DNA\*

“Turning dreams into reality.”

Fujitsu is a place for innovative thinking and creativity, where our dreams, our customers’ dreams and mankind’s dreams can become reality. (Takuma Yamamoto, 9<sup>th</sup> president, in his address to new employees, 1989)

We want to contribute to the creation of an affluent, networked society that links together communities, businesses, families and individuals.

(Naoyuki Akikusa, 11<sup>th</sup> president, Fujitsu Day Address, 1999)

(\*)The Fujitsu Group’s DNA encapsulates the way we think, do business, invent new technology, formulate ideas and define our values, based on our heritage.





# Corporate Values

## What we strive for:

<b>Society and Environment</b>	In all our actions, we protect the environment and contribute to society.
<b>Profit and Growth</b>	We strive to meet the expectations of customers, employees and shareholders.
<b>Shareholders and Investors</b>	We seek to continuously increase our corporate value.
<b>Global Perspective</b>	We think and act from a global perspective.

## What we value:

<b>Employees</b>	We respect diversity and support individual growth.
<b>Customers</b>	We seek to be their valued and trusted partner.
<b>Business Partners</b>	We build mutually beneficial relationships.
<b>Technology</b>	We seek to create new value through innovation.
<b>Quality</b>	We enhance the reputation of our customers and the reliability of social infrastructure.

The Fujitsu Group's "Corporate Values" contains a set of value statements for achieving our Corporate Vision.

## What we strive for:

### **Society and Environment** In all our actions, we protect the environment and contribute to society.

As a good corporate citizen, the Fujitsu Group takes a leading role in sustaining the well-being of society through our business activities.

To contribute to the creation of a sustainable environment for future generations, we have made environmental protection a top management priority. With clear environmental goals set for all our business areas, we conduct our business activities in a well-planned and sustainable manner.

In accordance with the Fujitsu Green Procurement Policy, we are committed to implementing Green Procurement throughout our supply chain, which includes our business partners. From the earliest stage of development our products incorporate energy conservation concepts in design and material selection. These initiatives ensure that we provide our customers with eco-friendly products that reduce the burden on the environment.

In order to help customers in their efforts to protect the environment, we are also supplying them with environmental solutions incorporating the know-how and innovative technology we developed for our own environmental countermeasures. In this way, we work together with our customers in protecting the global environment.

As a global corporation, we have developed deep roots in communities around the world and engage in social activities in harmony with these local communities. This includes the promotion of cultural events, sporting activities, youth educational programs and other local initiatives.

For further details:  
<http://www.fujitsu.com/global/about/ir/library/sustainability/>

### **The Fujitsu Group's DNA**

Being environmentally friendly is a prerequisite to remaining viable as a company. We must be committed to this basic policy and implement it consistently and continuously.

(Hiroaki Kurokawa, 12<sup>th</sup> president, Fiscal 2007 Management Direction Address)

**Profit and Growth****We strive to meet the expectations of customers, employees and shareholders.**

In order to contribute to society on a sustainable basis over the long term, the Fujitsu Group must remain financially sound. We need to generate a healthy profit from our business activities and re-invest that profit for future growth.

Sustainable profitability and growth are vital in winning the confidence of all stakeholders, including customers, shareholders, business partners and employees.

Increasing our corporate value will also deepen the trust society places in our organization.

**The Fujitsu Group's DNA**

By striving to be profitable and ensuring stable growth, we can achieve continuous improvement and an unlimited future.  
We should make "Infinite Growth" our corporate slogan.  
(Kanjiro Okada, 5<sup>th</sup> president, sales promotion meeting, 1962)

**Shareholders and Investors****We seek to continuously increase our corporate value.**

We aim to continuously increase corporate value and meet the expectations of shareholders and investors by achieving long-term sustainable growth and profit, and by pursuing strategic business expansion and focused management, while maintaining a sound financial standing.

We enhance our management transparency by appropriate and timely disclosure of our business activities and financial information. This ensures that investors and shareholders understand how we are performing in enhancing our corporate value.

**The Fujitsu Group's DNA**

We need to provide returns to our shareholders commensurate with their investment.  
In return for their investment, we have a responsibility and duty to respond to their expectations regarding profits and Fujitsu's corporate value.  
(Hiroaki Kurokawa, 12<sup>th</sup> president, Kurosan's Office message on "The Interests of Shareholders," 2007)

**Global Perspective****We think and act from a global perspective.**

In an increasingly globalized and borderless business world, we conduct our activities from a global perspective, positioned as a true global player.

Being a truly global corporation means more than just achieving higher sales in markets outside of Japan. It is about mobilizing the full resources of the Fujitsu Group worldwide to support customers who operate their businesses globally, and unleashing, for the benefit of all customers around the world, the talent, capabilities and know-how of our employees in each region. To best meet these global objectives, we will focus on developing our personnel and improving our organizational structures.

In incorporating new ideas and technology, we will further promote local business activities in each region and, at the same time, strengthen our global business capabilities to enhance the trust in and value of the Fujitsu brand.

## What we value:

### Employees

### We respect diversity and support individual growth.

Employees are our most valuable asset.

By combining the talents of employees, each with their own unique qualities and way of thinking, our corporate value increases. We, therefore, respect the diversity of our employees. We also support our employees in their efforts to enhance their capabilities and develop skills through their work so they can achieve individual growth.

Specifically, we will:

- create a dynamic corporate culture that promotes a balance between employees' personal and professional lives.
- evaluate and reward employees fairly.
- provide opportunities for skills development and support for such efforts.
- ensure a safe and comfortable working environment.

We are committed to being an organization wherein all employees are strongly motivated, have ample opportunities for advancement and work with pride and confidence.

#### The Fujitsu Group's DNA

I keenly felt that I must make this company into one where every employee would feel pride and joy.  
(Manjiro Yoshimura, 1<sup>st</sup> president, remarks in *Fujitsu News*, 1935)

### Customers

### We seek to be their valued and trusted partner.

All our ideas and actions originate from a customer-centric approach to business. We aim to contribute to the success of our customers and grow together as their valued and trusted partner. It is important, therefore, that we always take a customer-centric approach in all our business activities, including product development, service delivery and sales activities. This means always thinking of ways to contribute to their business activities.

We will be a valued and trusted partner to our customers by proactively proposing new ideas for the success of their business and establishing long-term relationships built on customer satisfaction and trust. As IT professionals, we must always be prepared to provide candid advice to our customers and engage in a free exchange of views.

All our business units use this approach with customers, from individuals to large organizations, irrespective of the types of business, services or products provided.

#### The Fujitsu Group's DNA

If our customers have a problem, we should solve it promptly, putting ourselves in their shoes.  
(Manjiro Yoshimura, 1<sup>st</sup> president, presentation at the company founding, 1935)

Fujitsu aims to be an indispensable partner to its customers so that they can fully utilize IT to establish their competitive position, leading to the success of their management and business.  
(Hiroaki Kurokawa, 12<sup>th</sup> president, Kurosan's Office message, 2003)

**Business Partners****We build mutually beneficial relationships.**

We see our business partners as invaluable contributors, enabling us to add value to the products and services we provide to our customers.

We seek to build close relationships with our partners, working to create long-term mutual benefit and learning from each other. As good business partners, we wish to enhance each other's capabilities, aiming at the common goals of sustained growth and prosperity.

We work with our business partners to ensure that our entire supply chain maintains the highest standards for human rights, fair trade, environmental protection, regulatory compliance, workplace health and safety, product quality and safety, information security and all other requirements in fulfilling our social, environmental, ethical and legal obligations.

**The Fujitsu Group's DNA**

We cannot do business without the cooperation of you, our business partners. Only together, utilizing our comprehensive capabilities in every field, can we support our customers' business.

(Hiroaki Kurokawa, 12<sup>th</sup> president, address at business partner conference, 2007)

**Technology****We seek to create new value through innovation.**

Since our foundation, our aim has been to pursue IT innovation based on our belief in the infinite possibilities of technological development. This pursuit has resulted in such milestones as the development of the world's first High Electron Mobility Transistor (HEMT), an ultra-high-speed transistor, the introduction of the Japanese processing Extended Features (JEF), which made it possible to process Japanese *kanji* characters, and the successful launch of "PROPOSE," an integrated services framework for information and communication systems. Supported by our leading-edge technology and the innovative products created from it, we have become a leader in the development of the information society. This relentless pursuit of new technological development is the key driver of our growth.

We contribute to the business activities of our customers by timely recognition of their changing needs and by pursuing technologies they value. With global competition in mind, we will develop new markets, differentiate ourselves from competitors and aim to make our technologies de facto standards.

There is no foreseeable end to the progress generated by the information society, and our business and lifestyles continue to change dramatically as a result. The Fujitsu Group creates new value through leading-edge technology based on our innovative ideas, contributing to a rewarding and secure networked society.

**The Fujitsu Group's DNA**

We are committed to continued aggressive development of new high-level technologies for our infinite growth. With a clear vision and purpose in mind, we select the best ways to proceed from a careful consideration of all options. This is what we mean by creativity.

(Taiyu Kobayashi, 8<sup>th</sup> president, Fujitsu News, 1977)

## Quality

**We enhance the reputation of our customers and the reliability of social infrastructure.**

The quality of products and services we provide to our customers determines the reliability of infrastructure supporting people's daily lives in a modern networked society. We view quality as fundamental to our business activities. To enable everyone to equally and securely enjoy the benefits of the networked society, we are committed to continuous quality improvement.

By "quality," we mean more than just products and services meeting our own specifications. It means meeting customers' requirements and ensuring quality in all dealings with our customers. Quality is, therefore, not just the responsibility of our research, manufacturing and service departments, but is the responsibility of all departments. When we think about quality, our aim is therefore to continuously meet the quality levels expected by our customers in everything we do.

The initiatives we all take for improving quality also enhance our brand. In order to successfully support a rewarding and secure networked society, we will relentlessly pursue quality improvements to ensure the continued trust of our customers and society.

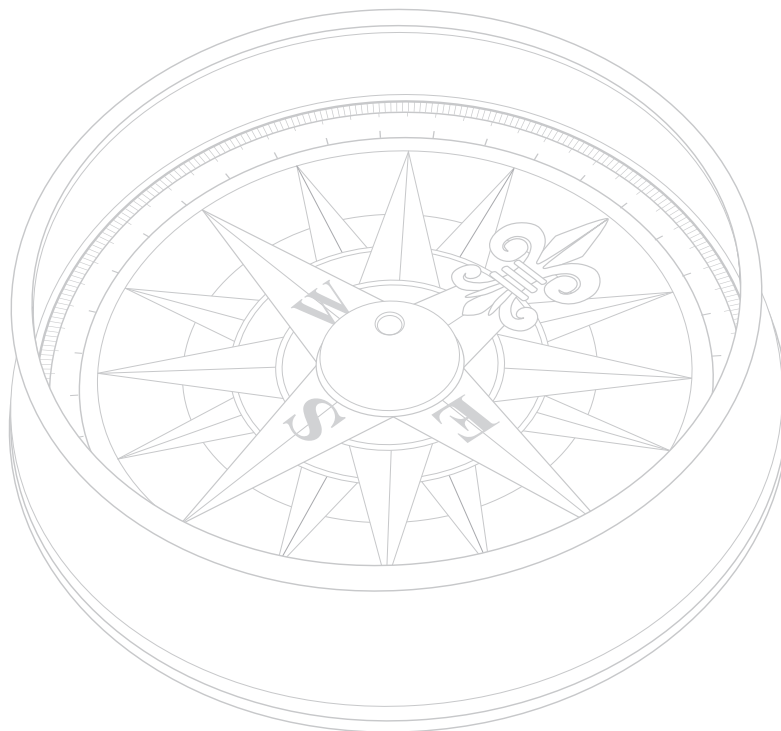
### The Fujitsu Group's DNA

"Quality speaks for itself."

We will focus all of our energy on improvement of reliability by going one step beyond the generally accepted concept of eliminating defects.  
(Kanjiro Okada, 5<sup>th</sup> president, address to launch the "High Reliability Campaign," 1966)

What we sell to our customers is not a machine but "reliability."

(Taiyu Kobayashi, 8<sup>th</sup> president, "Memoirs of Taiyu Kobayashi," 1995)



# Principles

## Principles

<b>Global Citizenship</b>	We act as good global citizens, attuned to the needs of society and the environment.
<b>Customer-Centric Perspective</b>	We think from the customer's perspective and act with sincerity.
<b>Firsthand Understanding</b>	We act based on a firsthand understanding of the actual situation.
<b>Spirit of Challenge</b>	We strive to achieve our highest goals.
<b>Speed and Agility</b>	We act flexibly and promptly to achieve our objectives.
<b>Teamwork</b>	We share common objectives across organizations, work as a team and act as responsible members of the team.

These are the principles we adhere to in all business dealings and actions in accordance with our Corporate Values.

### Global Citizenship

**We act as good global citizens, attuned to the needs of society and the environment.**

In conducting our business activities worldwide in close association with local communities, we recognize that we are, first and foremost, members of society, not just members of an organization. We therefore act as responsible members of society based on sound ethics and integrity.

We comply with all laws, conform to social norms considered to be fair, and remain conscious of the basic manners and courtesies appropriate to each location. In addition, we will be responsive to and act in accordance with the needs of society. We will always be conscious that we are representatives of the Fujitsu Group and act appropriately.

Communication is a key component of being an active member of society. This means not only sharing information and knowledge but also having empathy with others, listening to their opinions and respecting their feelings in order to strengthen mutual trust. Through active engagement in society and improved communication, we seek to be valuable members of our communities.





**Customer-Centric Perspective****We think from the customer's perspective and act with sincerity.**

We strive to be indispensable partners to our customers.

With this principle in mind, we think and act in our business activities with sincerity and proactively contribute to the business of our customers. In so doing, we seek to add value beyond simply selling products and services.

In a changing world, we place ourselves in the position of the customer to better and more rapidly understand new requirements and innovate to meet those needs as quickly and accurately as possible.

A “customer-centric” approach means understanding the issues from the customer’s point of view, and doing more than trying to understand the issues just by observing the customer.

Regardless of whether we deal directly with customers, we consider ourselves part of this customer-centric approach and always reflect on why our customers trust and select us as their business partner. Adopting a customer-centric approach means going beyond our own sphere of work and doing what is necessary from the customer’s perspective.

**Firsthand Understanding****We act based on a firsthand understanding of the actual situation.**

We see the ability to quickly recognize change, set targets and take appropriate action to achieve the objectives as critical to our continued business success.

In meeting our business objectives, it is important that we follow each step of the “plan, do, check, and act” cycle. Each step of that cycle, however, is premised on going directly onsite to the source of the problem, listening to those in the actual environment and ascertaining the situation. At each step of the cycle, we should continually check the actual situation, confirm with our own eyes whether any issues have emerged, determine how to resolve them, and use this understanding to plan our next actions. We believe that no matter how sophisticated the knowledge or brilliant the theory we may have, its usefulness depends on how well we apply it based upon our firsthand understanding of the situation.



**Spirit of Challenge****We strive to achieve our highest goals.**

Striving towards ever-higher goals, we continuously create new value and seek new opportunities for growth, never contenting ourselves with the status quo and always taking on new challenges.

Having a “spirit of challenge” means setting goals that stretch our capabilities and encourage us to maximize our efforts. We take inspiration from the words of Taiyu Kobayashi, a former president of Fujitsu, who said, “Let’s go ahead and do it.” We endeavor to utilize our abilities and the abilities of our organization to achieve targets that at first seem beyond our reach.

While there are risks and difficulties in aiming for the highest goals, we persevere and strive for excellence without compromise. The accumulated wisdom earned through our efforts helps us overcome obstacles and acts as a driving force for our growth.

**Speed and Agility****We act flexibly and promptly to achieve our objectives.**

Business opportunities are created by grasping changes in the market, anticipating the future and taking action ahead of others. Even an excellent idea will lose its value if it is not exploited in a timely manner. Speed and agility create value.

Keeping in mind the value of time, we act quickly to achieve our goals. In our everyday work, while following correct procedures, we seek optimal processes to ensure efficiency. We are prepared to accept change and react quickly and flexibly. Our aim is to accelerate business execution throughout the organization.

Timely business execution further enhances customer satisfaction and is a force to create new business opportunities and strengthen the competitiveness of the Fujitsu Group.

**Teamwork****We share common objectives across organizations, work as a team, and act as responsible members of the team.**

Teamwork generates more effective and powerful results, enabling us to achieve higher goals.

As team members, we will understand and share objectives and milestones in order to reach each goal by the required completion date. We set our targets, track our progress and use our full abilities to meet our responsibilities and ensure the team achieves its objectives.

Teamwork is not limited to collaborating with other team members in our own division. It extends to collaborating with other divisions within the Fujitsu Group, and here team leaders play a particularly important role in promoting effective teamwork across organizational boundaries. By effective communication and cooperation with other divisions and by going beyond just considering the benefit to our own divisions, we promote the best interests of the Fujitsu Group.



# Code of Conduct

## Code of Conduct

- We respect human rights.
- We comply with all laws and regulations.
- We act with fairness in our business dealings.
- We protect and respect intellectual property.
- We maintain confidentiality.
- We do not use our position in our organization for personal gain.

We will abide by this Code of Conduct.

### ■ We respect human rights.

We respect each individual's human rights and will not discriminate on the basis of race, color, religion, creed, sex, age, social status, family origin, physical or mental disability or sexual orientation, nor will we commit other violations of human rights. Such discrimination will not be tolerated.

We will be resolute in upholding human rights in everything we do and will not tolerate such discrimination in others. Ignorance and inaction do not constitute excuses for discrimination. We will make every endeavor to be fully aware of human rights issues and foster respect and equality for all.

We seek through our actions to uphold human rights, ensuring that our organization is well respected by society.

### ■ We comply with all laws and regulations.

We respect and comply with all applicable laws, treaties, government regulations and statutes, customs and social norms considered to be fair. Violating laws or regulations, even when motivated by a misguided devotion to the organization, is unacceptable. We endeavor to understand all relevant laws and regulations prior to initiating any business, abide by their principles and ensure through our actions that we do not inadvertently violate those laws.

We also conform to socially accepted business practices, use common sense in our dealings, and are careful to check whether our commercial terms are in line with local requirements. Customs vary from country to country. Therefore, in addition to understanding the laws and customs of our home territory, we also will become familiar with and respect the laws, customs and ethnicities of other territories in which we do business.

## ■ We act with fairness in our business dealings.

We treat customers, business partners and competitors fairly and with respect.

We do not engage in practices which treat customers differently without justification.

We do not use our position to secure an unfair advantage in dealings with business partners.

We do not take advantage of competitors through unethical behavior or illegal means.

We do not enter into any agreements or discussions with our competitors regarding restrictions on pricing, production or sales volumes, customers, sales territories, or other matters that impede fair competition.

## ■ We protect and respect intellectual property.

We are contributing to the establishment of a networked society by continuously creating new value and providing products and services on a global basis to meet customer needs. The intellectual property that results from our large investment in R&D is of great value to us.

We are fully aware that our intellectual property is a valuable asset and an essential management resource underpinning our business activities and the confidence our customers place in us. We will make every effort to obtain and maintain all necessary intellectual property rights, including patents, copyrights and trademarks, and utilize them effectively in growing our business. We recognize that the knowledge and know-how held by each employee give us a competitive edge in our business activities.

We respect third-party intellectual property and utilize it only after having properly secured rights to its use.

## ■ We maintain confidentiality.

Appropriate handling of information is fundamental to our business activities. A careless mistake that results in information being leaked can lead to enormous damage and loss of reputation of the Fujitsu Group. We must have a proper understanding of the rules for handling different types of information and thoroughly comply with those rules. In addition, we are conscious of the vital importance of data security in our daily work so as not to unintentionally leak confidential information or personal data.

### Handling confidential company information

The company information we have access to in our daily work is considered confidential. We do not disclose such information to anyone outside the company without following established procedures, nor do we use it for purposes other than conducting the business of our organization.

### Handling customer or other third-party information

Information from our customers or business partners must be handled and used appropriately in accordance with the terms and conditions defined and specified in each contract with them, including terms and conditions relating to the intended use, management and duration of confidentiality of such information. We therefore handle such third-party information appropriately at all times and ensure that we do not break our contractual obligations to preserve confidentiality.

### Handling personal data

In gathering and keeping personal data for any purpose, we must handle, manage and use such personal data appropriately and in accordance with local laws.

## ■ We do not use our position in our organization for personal gain.

We do not use our position, role, or corporate information, or act in any way contrary to our corporate obligations, to seek or gain benefits for ourselves, our relatives, our friends or other third parties.

We do not utilize, sell, lease or dispose of company software, hardware, other facilities or assets for any purpose other than transacting or undertaking the business of the organization.

We do not trade stocks or other securities using undisclosed “insider” information gathered from our organization or third parties.



# Business Policy

## Business Policy

- We use Field Innovation to find new approaches and the inspiration to improve ourselves, while delivering added value to our customers.
- We provide global environmental solutions in all our business areas.
- Fujitsu Group companies work together to accelerate our global business expansion.

Our Business Policy defines our current business strategy pursued in accordance with the Fujitsu Way.

### ■ We use Field Innovation to find new approaches and the inspiration to improve ourselves, while delivering added value to our customers.

We continuously innovate and transform our business processes through Field Innovation, developing added value for ourselves and our customers and contributing to their business innovation. Field Innovation is our methodology for improving business processes by making visible the key elements and interactions of people, processes and IT, allowing us to identify opportunities for innovation using our talents and know-how.

In implementing Field Innovation, we identify the sphere or “field” of problems to address; identify the fundamental structural elements of this field through firsthand understanding of the actual situation; and determine what actions should be taken for improvement through analysis of the issues.

By fully using all available knowledge, we change people’s mindset and processes in the field. The repetition of this cycle and the application of optimized IT results in transformative innovation.

Field Innovation is a fundamental approach for carrying out business activities. We see this approach as suitable not only for organizations directly providing services and solutions to customers but for all organizations, including business groups that provide value to our customers through their devices and products.

The execution of Field Innovation is essential in areas providing business solutions that contribute to customer success by solving their management issues.

We are committed to our own continued innovation by this method as well as using it to contribute to the success of our customers.

### ■ We provide global environmental solutions in all our business areas.

The world is facing a growing number of global environmental problems, including the depletion of natural resources, global warming and pollution caused by waste generation. Addressing these issues is a high-priority task for every corporation and individual.

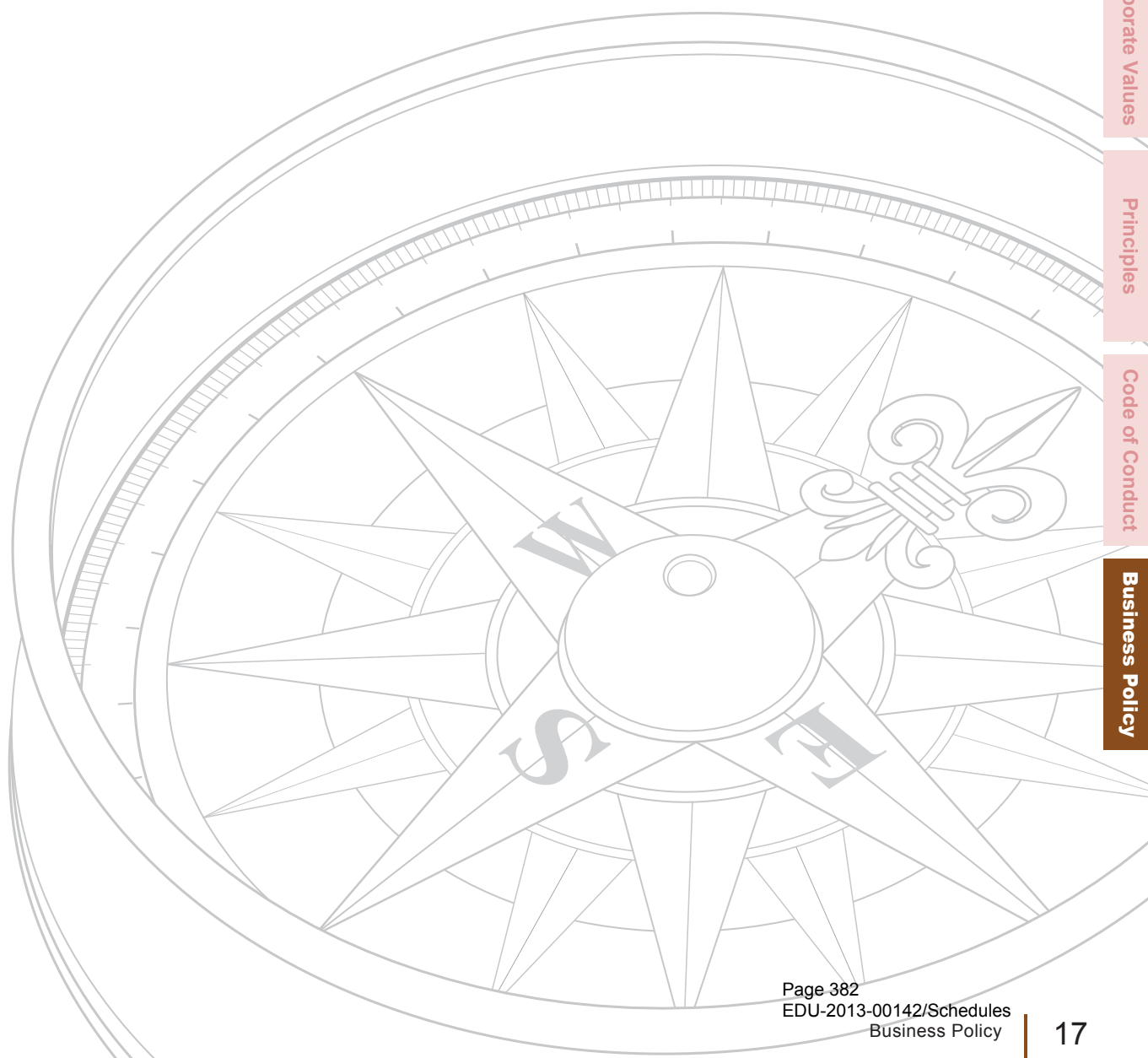
Environmental protection is positioned as a top management priority. We are undertaking a broad range of environmental initiatives which include providing eco-friendly products and implementing “Green Procurement.” Through our “Green Policy Innovation” activities to reduce our environmental impact, we are reviewing and re-engineering all our business structures and processes.

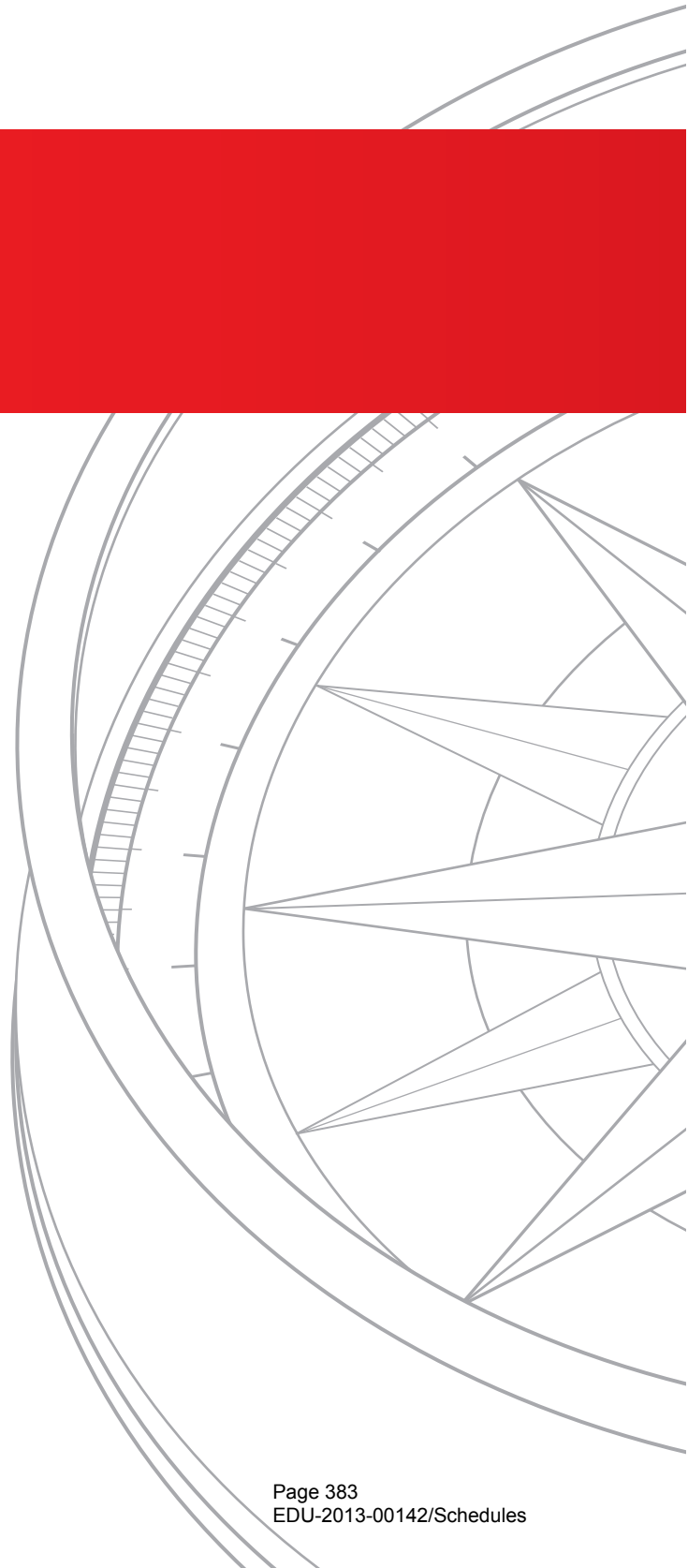
By leveraging our advanced technology and know-how, we are providing customers with products, services, and solutions that reduce the environmental impact of their IT infrastructure and help them, through the use of IT, to reduce their overall environmental burden.

■ **Fujitsu Group companies work together to accelerate our global business expansion.**

While the majority of revenue for the Fujitsu Group comes from the Japanese market, it is vitally important for our survival and future growth that we place more focus on extending our business into other markets. This is even more important given the maturity and limited opportunities for growth in the Japanese market.

We need to cooperate and closely share, on a global basis, the knowledge and expertise within each of our organizations. An example of such cooperation is the common platform initiative to provide standardized services to customers globally. This includes the industrialization of services and standardization of delivery. These initiatives allow us to provide integrated services in a consistent manner from any service organization.





## FUJITSU Way

FUJITSU LIMITED  
FUJITSU Way Unit

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**FUJITSU CONSULTING (CANADA) INC.**  
**CODE OF PROFESSIONAL ETHICS**



This document represents Fujitsu Consulting's expectations in terms of professional ethics. We have responsibilities toward our clients and colleagues, suppliers and competitors, our profession as well as the public.

**PRINCIPLES OF PROFESSIONAL ETHICS**

The Fujitsu Consulting employee must:

1. Respect the **confidentiality** of the information to which he/she has access.
2. Maintain high standards of **professional responsibility**.
3. Not place himself/herself in situations involving a **conflict of interest**.
4. Act with **integrity**.
5. Maintain **professional relations** based on respect for individuals and organizations.
6. Not discriminate on any basis.

**PROFESSIONAL CONDUCT GUIDELINES**

Based on the principles of professional ethics, the following conduct guidelines have been established.

**1. RESPONSIBILITY TOWARDS OUR CLIENTS**

Our business and our success depend on our clients. Our mission consists of a partnership which contributes to the success of our clients. Therefore, we have the following responsibilities:

- 1.1 All client information must be considered confidential. The Fujitsu Consulting employee must not compromise the confidentiality of this information. He/she must not divulge it, use it nor remove it without prior authorization from the client.
- 1.2 The Fujitsu Consulting employee who, through the nature of his/her professional mandate, is in a situation involving a conflict of interest, or the appearance thereof, **MUST INFORM** Fujitsu Consulting of this situation. Fujitsu Consulting will then take the appropriate measures.
- 1.3 It is our responsibility to accept only those mandates for which we have the necessary skills. Should we be presented with a mandate involving new professional challenges, we must take all necessary measures in order to successfully complete the mandate in the best interest of the client.
- 1.4 We are responsible for providing a clear understanding of our mandates, for ensuring that they can be completed on time and within budget, and for keeping our clients informed of the progress of the mandate to the best of our ability.
- 1.5 In the event that, we are unable to complete the mandate as initially defined, or its execution no longer corresponds to the original plan, Fujitsu Consulting and the client must be notified immediately.
- 1.6 Our recommendations must be realistic, practical, and capable of providing the client with the expected results.
- 1.7 We must not disparage our clients, their activities, their staff, their management methods or any other aspect inherent to their organization.
- 1.8 In the event that we must provide our professional opinion on any particular aspect affecting a client, this opinion must be based on facts and not on impressions.
- 1.9 A mandate must not be seen as an opportunity to recruit client staff.
- 1.10 The Fujitsu Consulting employee must respect the policies and procedures in effect within the client organization.
- 1.11 The Fujitsu Consulting employee must not encourage a client to break laws, in particular those pertaining to software copyrights.

**2. RESPONSIBILITY TOWARDS SUPPLIERS**

Most frequently, the professional relations that we have with suppliers are in the context of a mandate; in this way, the Fujitsu Consulting consultant plays the role of an intermediary between the supplier and the client in the search for a solution. In view of this, we have the following responsibilities:

- 2.1 We must have a thorough knowledge of all suppliers and products relating to our mandates.
- 2.2 Our recommendations on the choice of suppliers and products must be based on objective criteria and must be in the best interests of our client.
- 2.3 We must respect the confidentiality of suppliers' information.
- 2.4 We must maintain highly professional relations with suppliers based on honesty, sincerity and respect.
- 2.5 At no time must the Fujitsu Consulting employee accept advantages from a supplier which would exceed acceptable behavior within generally recognized business practices.

- 2.6 Within the scope of these professional activities with suppliers, the employee has a commitment to respect the software copyright laws.

**3. RESPONSIBILITY TOWARDS OUR COMPETITORS**

Fujitsu Consulting conducts business in a highly competitive environment. As such, it is inevitable that we come into contact with certain of our competitors. In situations such as these, the following are our responsibilities:

- 3.1 At no time must we disparage our competitors, instead, we must emphasize the value and merit of our services.
- 3.2 The Fujitsu Consulting employee must not attempt to acquire confidential information concerning our competitors. Information considered public is the only information to which we have access.
- 3.3 We must use professionalism in dealing with our competitors. If, in certain circumstances, a Fujitsu Consulting employee must work in collaboration with a competitor, he/she must do so in a manner which encourages a good working relationship.
- 3.4 A Fujitsu Consulting employee may only review the work of a competitor with the latter's knowledge. Furthermore, the client must first be notified of this professional obligation.
- 3.5 The Fujitsu Consulting employee must not recruit or attempt to recruit a member of a competitor's staff by methods that are illicit or contrary to generally recognized business practices.

**4. RESPONSIBILITY TOWARDS OUR COLLEAGUES**

The quality of relations with our colleagues constitutes an important element for development of both the individual and Fujitsu Consulting. Consequently:

- 4.1 It is essential that our relations with our colleagues be based on respect for others and on professional cooperation.
- 4.2 When a situation requires that a judgment be made on a colleague, this judgment must be based on facts and not on impressions. Furthermore, the colleague must be informed of this judgment.
- 4.3 All personal information about a colleague must be considered confidential and treated as such.

**5. RESPONSIBILITY TOWARDS Fujitsu Consulting**

As employees, we contribute to the development of the Fujitsu Consulting and to its success and as such, we have the following responsibilities:

- 5.1 Our professional activities must reflect the high level of quality that is required to maintain Fujitsu Consulting's reputation.
- 5.2 Wherever we go and whatever we do, we must always remember that we represent Fujitsu Consulting.
- 5.3 The Fujitsu Consulting employee must never place himself/herself in situations where his own interests are, or appear to be, in conflict with the interests of Fujitsu Consulting.
- 5.4 We must exercise caution when dealing with competitors. Certain information belonging to Fujitsu Consulting is of great interest to our competitors and divulging this information could harm the company.
- 5.5 It is our responsibility to inform our clients of the confidential nature of certain information belonging to Fujitsu Consulting and to which they may have access during a specific mandate.
- 5.6 The Fujitsu Consulting employee must respect the rules and regulations concerning the use of privileged information for stock market transactions.
- 5.7 Within the scope of his/her professional activities at Fujitsu Consulting, the employee has a commitment to respect all software copyrights.

**6. RESPONSIBILITY TOWARDS OUR PROFESSION**

Fujitsu Consulting is characterized by the high level of professional competency of its employees. One of our responsibilities towards our profession is to contribute to its advancement through our skills and our experience.

**7. RESPONSIBILITY TOWARDS THE PUBLIC**

Every business has responsibilities towards the general public. These responsibilities are further emphasized due to the fact that Fujitsu Consulting is a public company and carries a reputation of excellence and growing visibility. In this context, our main responsibility is to promote a better understanding of information technology by the general public.

Pages 385 through 398 redacted for the following reasons:

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Sect 21