

## TRANSFER UNDER AGREEMENT

**THIS AGREEMENT** dated for reference the 14 day of June 2012 (Contract Number C13LMSS004)

### **BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister of Jobs, Tourism and Innovation  
(the "Province")

### **AND:**

THE PIPING INDUSTRY APPRENTICESHIP BOARD, a British Columbia Incorporated Society,  
registration number, S-0024100, of 101-1658 Foster's Way, Annacis Island, Delta, British  
Columbia, V3M 6S6  
(the "Contractor" or "PIAB")

The parties to this Agreement agree as follows:

### **SECTION 1 - DEFINITIONS**

1.01 In this Agreement and any Schedules attached hereto, the following definitions apply:

- (a) "Application For Funding" has the meaning ascribed thereto in Section 1 of Schedule "A";
- (b) "Approved Sub-Contractor" means any sub-contractor or Qualified Service Provider of the Contractor approved by the Ministry and identified in Schedule "C";
- (c) "Approved Training Activity" or "Approved Training Activities" has the meaning ascribed thereto in Section 1(b) of Schedule "A";
- (d) "Award" has the meaning ascribed thereto in Section 1 of Schedule "B";
- (e) "Contact Information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (f) "Contract Price" means the maximum amount of funds, including any Award, payable by the Province to the Contractor for its provision of the Services and any expenses associated with its provision of the Services, all as set out in Schedule "B";
- (g) "Financial Reconciliation Form" means the monthly, quarterly or other report that contains the Contractor's financial reporting information and that is to be completed and provided by the Contractor to the Ministry during or at the end of the Term in accordance with the terms of this Agreement, a sample of which is attached as an Appendix to Schedule "A";
- (h) "Incorporated Material" means material already in existence and owned by the Contractor or an Approved Sub-Contractor as of the beginning of the Term, as well as material that is created for an Approved Training Activity but which has not been paid for with any portion of the Award;
- (i) "Materials" means all findings, data, reports, documents, records and material, (both printed and electronic), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Contractor as a direct result of this Agreement, but does not include any Incorporated Material;
- (j) "Ministry" means the Province's Ministry of Jobs, Tourism and Innovation;
- (k) "Monthly Activity Report" means the report that is to be completed and provided monthly by the Contractor to the Ministry during and/or at the end of the Term, a sample of which is attached as an Appendix to Schedule "A";
- (l) "Overpayment" means any and all amounts provided by the Province to the Contractor that are not expended on eligible Program expenses during the Term, as more fully described herein;
- (m) "Participant" means an individual who participates in an Approved Training Activity as a result of funding received through the Program;

- (n) **"Participant Intake Form"** means the form to be completed by each Participant at the beginning of their Approved Training Activity and submitted by the Contractor to the Ministry, a sample of which is attached as an Appendix to Schedule "A";
- (o) **"Participant Exit Form"** means the form to be completed by each Participant upon completion of their Approved Training Activity and submitted by the Contractor to the Ministry, a sample of which is attached as an Appendix to Schedule "A";
- (p) **"Participant Records"** means any printed or electronic information, record, form or other document that contains Personal Information about a Participant, including any completed Program Forms;
- (q) **"Personal Information"** means recorded information about an identifiable individual, other than Contact Information;
- (r) **"Program"** means the Ministry's Labour Market Sector Solutions initiative;
- (s) **"Program Forms"** means, collectively, any or all of the Participant Intake Form, the Participant Exit Form and the Financial Reconciliation Form, or any other forms or Reports used in association with the Program as determined by the Province from time to time;
- (t) **"Program Solicitation"** means the Ministry's Labour Market Sector Solutions Program Information and Funding Application, a copy of which is attached as Schedule "G";
- (u) **"Qualified Service Provider"** means either the Contractor or any training organization or entity named as an Approved Sub-Contractor in Schedule "C" and sub-contracted by the Contractor to deliver Approved Training Activities to Participants;
- (v) **"Refund"** means any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement;
- (w) **"Reports"** means all reports required to be provided by the Contractor to the Province pursuant to this Agreement, including, but not limited to, copies of all completed Program Forms;
- (x) **"Services"** means all of the services to be performed or delivered by or on behalf of the Contractor under this Agreement as more particularly described in Schedule "A"; and
- (y) **"Term"** means the duration of the Agreement as set out in Section 1 of Schedule "A".

## SECTION 2 - APPOINTMENT

2.01 The Province retains the Contractor to provide the Services during the Term.

## SECTION 3 - PAYMENT OF CONTRACT PRICE

- 3.01 Subject to the provisions of this Agreement, the Province will pay the Contract Price to the Contractor, in the amount and manner and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement, the payment of the Contract Price by the Province to the Contractor pursuant to this Agreement is subject to:
  - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
  - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 3.03 The Contractor must:
  - (a) apply for any Refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement; and
  - (b) on receipt of the Refund, remit same to the Province.
- 3.04 Paragraph 3.03 continues in force indefinitely, even after this Agreement expires or is terminated.
- 3.05 In order to receive full payment of the Contract Price, the Contractor must submit all required Reports along with written statements of account in a form satisfactory to the Province, both upon completion of the Services and at the other times described in this Agreement.

- 3.06 The Province may withhold from any payment due to the Contractor, including any portion of the Contract Price, an amount sufficient to indemnify the Province against any liens or other third party claims that have arisen in connection with the provision of the Services.
- 3.07 In accordance with the provisions contained in this Agreement, the Province may temporarily or permanently withhold from any payment due to the Contractor, including any portion of the Contract Price, an amount sufficient to offset any Overpayments.
- 3.08 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

#### **SECTION 4 - REPRESENTATIONS AND WARRANTIES**

- 4.01 The Contractor represents and warrants to the Province, with the intent that the Province will rely thereon in entering into this Agreement, that:
- (a) all information, statements, documents and Reports furnished or submitted by it to the Province in connection with this Agreement are, and will be, true and correct;
  - (b) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfil its obligations under this Agreement;
  - (c) if the Contractor is a corporation or society, it is registered and in good standing with BC Corporate Registry, or if it is a sole proprietor or a partnership, it is registered with the BC Corporate Registry;
  - (d) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations; and
  - (e) it has the legal capacity to enter into this Agreement and to carry out the transactions and provide the Services contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Contractor, and this Agreement has been legally and properly executed by the Contractor and is legally binding upon and enforceable against it.
- 4.02 All statements contained in any certificate, application (including the Application for Funding), proposal or other document delivered by or on behalf of the Contractor to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Contractor under this Agreement.
- 4.03 All representations, warranties, agreements and all other documents delivered by or on behalf of the Contractor to the Province are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

#### **SECTION 5 - RELATIONSHIP**

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 The Contractor will be an independent contractor and not the servant, employee or agent of the Province.
- 5.03 The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation, without the Province's prior written consent.
- 5.04 The Province may, from time to time, give instructions to the Contractor in relation to the carrying out of the Services, and the Contractor will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement or in the Program Solicitation.

#### **SECTION 6 - CONTRACTOR'S OBLIGATIONS**

- 6.01 The Contractor will:
- (a) carry out the Services during the Term in accordance with the terms of this Agreement;
  - (b) comply with the payment requirements set out in this Agreement, including all requirements and directions from the Province concerning the use, application, expenditure and repayment or set-off of the Contract Price;
  - (c) comply with all applicable laws;

- (d) hire and retain only qualified staff and Approved Sub-Contractors, including Qualified Services Providers;
- (e) unless otherwise agreed to in writing by the parties, supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (f) subject to obtaining the prior written approval of the Province concerning form, content and location, acknowledge the involvement of the Province and the federal government in funding the Program in all public communications related to its provision of the Services, including press releases, published reports, brochures, public meetings and radio and television programs; and
- (g) without restricting the generality of Section 6.01 (f) above, comply, and ensure and ensure the compliance of any Approved Sub-Contractors, with the Marketing, Publicity and Communications Guidelines attached to this Agreement as Schedule "F" for any communications relating to the Program or its provision of any Services in association with the Program or this Agreement.

## **SECTION 7 – RECORDS AND MATERIALS**

### **7.01 The Contractor will:**

- (a) establish and maintain accounting and administrative records with respect to the Program and its provision of the Services, in form and content satisfactory to the Province;
- (b) record and report statistics and other data in connection with the provision of the Services, as identified in this Agreement and its Schedules, in a form and content satisfactory to the Province;
- (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Contractor to deliver the Services or keep any Materials, documents or records (both printed and electronic) pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and Materials, whether complete or not, that are produced, received or otherwise acquired by the Contractor as a result of this Agreement;
- (d) comply, and ensure the compliance of its Approved Sub-Contractors, with the provisions contained in the attached Privacy Protection Schedule "E" ;
- (e) ensure that the informed consent of all Participants is obtained for the Contractor or Qualified Service Provider to collect and provide the Province's employees or designates with access to their Participant Records for the purposes of service monitoring, evaluation, research and reporting.

### **7.02 The Parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Contractor.**

### **7.03 If a request for access to any of the Materials is received by the Contractor from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, or the Contractor is not otherwise required by law to provide the access, the Contractor must advise the person to make the request to the Province.**

## **SECTION 8 - STATEMENTS AND ACCOUNTING**

- 8.01 Immediately upon the completion of the Term, the Contractor will provide to the Province a statement documenting the expenditure of the Contract Price under this Agreement and accounting for any and all Overpayments, in form and content satisfactory to the Province.**
- 8.02 Immediately upon the completion of the Term, any Overpayments outstanding and not set-off by the Province in accordance with the provisions of paragraph 3.07 will become a debt owing to the Province by the Contractor and must be repaid to the Province within 10 business days.**
- 8.03 For greater certainty, if an Approved Training Activity is not wholly completed by the end of the Term, any portion of the Award already provided to the Contractor for that Approved Training Activity that remains unexpended at the end of the Term will be deemed to be an Overpayment.**

- 8.04 For greater certainty, any portion of an Award that the Contractor expends on items that are not eligible components of an Approved Training Activity will be deemed to be an Overpayment to the extent that such portion has already been provided to the Contractor.
- 8.05 Within 3 months of being requested to do so by the Province, the Contractor will provide to the Province audited financial statements for the Contractor's fiscal year covering any portion of the Term of this Agreement.

#### **SECTION 9 - CONFLICT OF INTEREST**

- 9.01 The Contractor will not, during the Term of this Agreement, perform a service for or provide advice to any person or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person or entity.

#### **SECTION 10 - CONFIDENTIALITY**

- 10.01 The Contractor will treat, and will cause its Approved Sub-Contractors to treat, as confidential the Materials, including the Participant Records and any information which comes to its knowledge as a result of this Agreement, except where disclosure is necessary for the Contractor to fulfil its obligations under this Agreement or as required by law.

#### **SECTION 11 - DEFAULT**

- 11.01 Any of the following events will constitute an Event of Default, whether any such event(s) be voluntary, involuntary or result from the operation of law or any judgement or order of any court or administrative tribunal, namely:
- (a) the Contractor fails to comply with any provision of this Agreement;
  - (b) any representation or warranty made by the Contractor in entering and accepting this Agreement is or becomes untrue or incorrect;
  - (c) any information, statement, certificate, Report or other document furnished or submitted by or on behalf of the Contractor pursuant to or as a result of this Agreement is untrue or incorrect;
  - (d) the Contractor ceases, in the opinion of the Province, to operate;
  - (e) a change occurs with respect to any one or more of the properties, assets, conditions (financial or otherwise), business or operations of the Contractor which, in the opinion of the Province, materially adversely affects the ability of the Contractor to fulfil its obligations under this Agreement;
  - (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Contractor;
  - (g) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
  - (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor;
  - (i) a receiver or receiver-manager of any property of the Contractor is appointed; or
  - (j) the Contractor permits any sum, which is not disputed to be due by it, to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

#### **SECTION 12 - TERMINATION**

- 12.01 Upon the occurrence of any Event of Default or at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
- (a) upon giving 30 days written notice, terminate this Agreement, in which case the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement;
  - (b) require the Event of Default be remedied within a time period specified by the Province;

- (c) suspend any instalment of the Contract Price or any amount that is due to the Contractor while the Event of Default continues;
  - (d) waive the Event of Default;
  - (e) pursue any other remedy available at law or in equity.
- 12.02 The Province may also terminate this Agreement for convenience on 60 days written notice, in which case, the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.
- 12.03 Subject to paragraph 8.02, where this Agreement is terminated for any reason prior to 100% completion of the Services, the Province will pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

### **SECTION 13 - DISPUTE RESOLUTION**

- 13.01 All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.
- 13.02 The place of arbitration will be Victoria, British Columbia.

### **SECTION 14 - INSURANCE AND INDEMNITY**

- 14.01 During the Term of this Agreement, the Contractor will provide, maintain and pay for insurance as specified in Schedule "D", which may be amended from time to time at the sole discretion of the Province.
- 14.02 The Contractor will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor, or of any agent, employee, officer, director or sub-contractor (including any Approved Sub-Contractor) of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

### **SECTION 15 - ASSIGNMENT AND SUB-CONTRACTING**

- 15.01 The Contractor will not, without the prior written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
  - (b) sub-contract any obligation of the Contractor under this Agreement, other than to any Approved Sub-Contractor(s) set out in Schedule "C" and only to the extent contemplated in Schedule "A".
- 15.02 No sub-contract entered into by the Contractor will relieve the Contractor from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the Contractor and the Contractor's successors and permitted assigns.
- 15.04 The Contractor will ensure that any Approved Sub-Contractor(s) agree in writing to be bound by provisions substantially similar to those contained in the attached Privacy Protection Schedule "E".

### **SECTION 16 - OWNERSHIP**

- 16.01 The Materials and any information, equipment or other property provided by the Province to the Contractor as a result of this Agreement will:
- (a) be the exclusive property of the Province; and
  - (b) forthwith be delivered by the Contractor to the Province on written notice to the Contractor requesting delivery of the same, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.

- 16.02 The Province exclusively owns all property and intellectual property rights in the Materials, including copyright, other than in any Incorporated Material.
- 16.03 Upon the Province's request, the Contractor will deliver documents satisfactory to the Province waiving in favour of the Province any moral rights which the Contractor (or its employees) or a sub-contractor (or its employees) may have in the Materials, and confirming the vesting in the Province of the copyright in the Materials, other than any Incorporated Material.
- 16.04 Upon any Incorporated Material being embedded or incorporated in the Materials, the Contractor will grant to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent that it remains embedded or incorporated in the Materials.

#### **SECTION 17 - OTHER FUNDING**

- 17.01 If the Contractor receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Contractor will immediately provide the Province with full and complete details thereof and such funding may be deemed to be an Overpayment.

#### **SECTION 18 - NOTICES**

- 18.01 Any written communication from the Contractor to the Province, including Reports, must be mailed, personally delivered, faxed, or electronically transmitted to the following address:

Sector Programs Unit  
Ministry of Jobs, Tourism and Innovation  
PO Box 9190 Stn Prov Govt.  
Victoria, BC V8W 9E6  
Attention: Valerie Dickson  
Fax: 250-387-4788  
Email: [Valerie.Dickson@gov.bc.ca](mailto:Valerie.Dickson@gov.bc.ca)

- 18.02 Any written communication from the Province to the Contractor must be mailed, personally delivered, faxed or electronically transmitted to the following address:

101-1658 Foster's Way  
Annacis Island, Delta, BC V3M 6C6  
Attention: Al Phillips  
Fax: 604-540-1946  
Email: [Al.Phillips@uapicbc.ca](mailto:Al.Phillips@uapicbc.ca)  
CC to: Emilia Di Salvo - [Emilia.DiSalvo@uapicbc.ca](mailto:Emilia.DiSalvo@uapicbc.ca)

- 18.03 Any written communication from either party will be deemed to have been received by the other party on the fifth business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed or electronically transmitted, provided that a record of the transmission is retained by the sender.
- 18.04 Either party may, from time to time, notify the other party in writing of a change of address or delivery particulars and, following the receipt of such notice, the new address or delivery particulars will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address and delivery particulars of the party giving notice.

#### **SECTION 19 - NON-WAIVER**

- 19.01 No term or condition of this Agreement and no breach by the Contractor of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Contractor.

- 19.02 The written waiver by the Province of any breach by the Contractor of any term or condition of this Agreement will not be deemed to be a waiver of any other provision or any subsequent breach of the same or any other provision of this Agreement.

## **SECTION 20 - ENTIRE AGREEMENT**

- 20.01 This Agreement, including its Schedules, constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

## **SECTION 21 - SURVIVAL OF PROVISIONS**

- 21.01 All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.



## **SECTION 22 - MISCELLANEOUS**

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 Time and the uninterrupted provision of the Services are of the essence in this Agreement. The Contractor will immediately contact the Province in the event that the Contractor is unable to provide the Services for any period during the Term. The Province reserves the right to engage other resources to provide the Services during any such periods and make claim for compensation for related costs against the Contractor.
- 22.05 If any provision of this Agreement, or its application to any person or circumstance, is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.06 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any ministry or branch thereof to or for anything related to the Services that, by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.07 Where the Contractor is a corporation, the Contractor warrants that the signatory has been duly authorized by the Contractor to execute this Agreement without corporate seal on behalf of the Contractor.
- 22.08 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.
- 22.09 For the purpose of paragraphs 22.10 and 22.11, an "**Event of Force Majeure**" includes, but is not limited to, acts of God, changes in the laws of Canada or the Province of British Columbia, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 22.10 Subject to paragraph 22.11, neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure except that such extension will not, in any event, exceed the end of the Term.
- 22.11 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other party forthwith, and will use commercially reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume, with the least possible delay, compliance with its obligations under this Agreement.



- 22.12 In this Agreement, unless the context requires otherwise, words importing the singular include the plural and *vice versa*.
- 22.13 The headings in this Agreement are inserted for convenience only and do not form part of this Agreement.
- 22.14 If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the provision in the Schedule is inoperative to the extent of the conflict, unless the Schedule states that it operates despite a conflicting provision of this Agreement.

The parties hereto have executed this Agreement as of the day and year referenced above.

<b>SIGNED AND DELIVERED</b> on behalf of the Province by its duly authorized representative	<b>SIGNED AND DELIVERED</b> on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)
Signature (Authorized Representative of the Province)	Signature(s) (Contractor or Authorized Representative of the Contractor)
X 	X 
Print Name: JULIO GALLABUILLOS FOR LOUISA HAZENI	Print Name(s): A.D. Al Phillips

## Schedule "A" Services

Unless otherwise agreed in writing between the parties, the Contractor will comply with the provisions of Schedule "I" [Criminal Records Check] and will:

- 1) be responsible for overall project compliance and will provide the following services in furtherance of the Program during the period which begins on June 15, 2012 and ends at 5:00 pm (Pacific Time) on 31 March, 2014 unless extended or earlier terminated in accordance with the provisions of this Agreement (the "Term"):

### *a) General Services*

In addition to fulfilling all of its obligations under the Agreement generally, the Contractor will:

- (i) undertake or ensure that its Approved Sub-Contractor(s) undertake all of the activities set out in Section B of the Contractor's Application for Funding, a copy of which is attached as Schedule "H" to the Agreement ("**Application for Funding**"), including providing all of the marketing, recruitment and case management activities as set out therein, and meeting the timelines with respect thereto as identified in the Application for Funding;
- (ii) endeavor to achieve the expected outcomes set out in the Application for Funding and in Section 3 (H) of the Program Solicitation; and
- (iii) endeavor to involve the additional collaborators and stakeholders as identified, and to the extent set out, in the Application for Funding.

### *b) Training*

The Contractor will ensure that any Qualified Service Providers undertake, and provide in a professional manner, all of the Program training activities, being the direct delivery of approved training activities to eligible Participants, as set out in Section B of the Application for Funding (the "**Approved Training Activities**").

### *c) Reporting*

The Contractor will provide to the Ministry:

- (i) on a monthly basis, the following:
  - A. copies of the completed Program Forms received during the previous month; and
  - B. a Monthly Activity Report, using the template provided as an appendix to this Schedule; and
- (ii) immediately at the end of the Term, the following:
  - A. an accounting of all Program funds received and expended, using the Financial Reconciliation Form template provided as an appendix to this Schedule, or such other form as may be provided by the Province;
  - B. an accounting of any Program funds that remain unused for Approved Training Activities, including Overpayments; and
  - C. a final activity report, using the Monthly Activity Report Template provided as an appendix to this Schedule but also including cumulative data for the entire Term;

### *d) Invoicing*

In order to obtain payment for any portion of the Contract Price, the Contractor will fully and accurately complete and provide to the Ministry, for each calendar month during the Term (each a "**Billing Period**") and on a date that is within 30 days following each such Billing Period, the following:

- (i) a completed Financial Reconciliation Form; and
- (ii) a written statement of account ("**Statement**") in a form satisfactory to the Province, containing the following information (if not already included as part of the Financial Reconciliation Form):
  - A. the Contractor's legal name and address;

- B. the date of the Statement, and the Billing Period to which the Statement pertains;
  - C. the Contractor's calculation of all amounts claimed for that Billing Period, including a declaration by the Contractor that all amounts have been expended on eligible costs pursuant to the Agreement;
  - D. a reference to the Contract Number for the Agreement;
  - E. a Statement number for identification; and
  - F. any other billing information reasonably requested by the Province;
- 2) provide any other services or reports that may reasonably be deemed to be ancillary to or necessary for the provision of any of the Services or other obligations of the Contractor set out in this Agreement; and
- 3) be responsible for ensuring the eligibility of all potential Participants and training activities in accordance with the Participant and activity eligibility criteria set out in the Program Solicitation, or as provided by the Ministry from time to time upon reasonable notice. **For greater certainty, no immediate family member (whether a full, half or step-parent, grandparent, child, grandchild or sibling) of any employee, officer, director, agent, member or other representative of the Contractor is eligible for participation in an Approved Training Activity unless prior written approval has been obtained from the Ministry for each such family member and/or training activity. Contravention of the foregoing will be considered to be a conflict of interest under Section 9.01 of the Agreement.**

Appendices to Schedule "A"  
Forms



**Canada/British Columbia Labour Market Agreement  
Participant Intake Form**

PLEASE PRINT CLEARLY AND ANSWER ALL QUESTIONS ON THE FORM.  
IF YOU HAVE ANY QUESTIONS ABOUT THE FORM PLEASE ASK PROGRAM STAFF OR SEE THE  
DEFINITIONS PAGE ATTACHED. THANK YOU.

**Name of Program:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

Your Name: \_\_\_\_\_  
First Name Middle Initial Last Name

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Day / Month / Year

Mailing Address: \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City / Town Postal Code

Email Address: \_\_\_\_\_

Phone Numbers: Home (\_\_\_\_) \_\_\_\_\_ Alternate (\_\_\_\_) \_\_\_\_\_

Community you live in (if different than your mailing address): \_\_\_\_\_

1. What is your first day with the program: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Day / Month / Year

2. Gender: ☐ Male ☐ Female

3. Do you self-identify as an Aboriginal Person? ☐ No ☐ Yes

If yes, please check one:

☐ First Nations

☐ Métis

☐ Inuit

4. Are you an Immigrant? ☐ No ☐ Yes

If yes, how many years have you been in Canada? \_\_\_\_\_ years.

5. Are you a Person with a Disability? ☐ No ☐ Yes

6. At the time of registration for this program, were you receiving Provincial Income Assistance?  
☐ No ☐ Yes
7. What is the highest level of education you've attained: (please check one)  
☐ Less than high school  
☐ High School diploma or recognized equivalent  
☐ Some post-secondary  
☐ Non-university certificate or diploma such as a trades certificate  
☐ University - Bachelor's Degree  
☐ University - Above Bachelor's Degree
8. At the time of registration for this program, were you: (please check one)  
☐ Employed  
☐ Self Employed  
☐ Unemployed - On a temporary layoff and available for work  
☐ Unemployed - Have looked for work in the past 4 weeks  
☐ Unemployed - Available for work and have a new job to start within the next 4 weeks  
☐ Unemployed - Have NOT looked for work in the past 4 weeks
9. If you checked Employed or Self Employed for Question 8, how many hours do you typically work in a week?  
 \_\_\_\_\_ hours
- Would you prefer to work more hours? ☐ No ☐ Yes
10. What were your approximate gross earnings per hour at your most recent or current job (i.e. before taxes and deductions are taken)? This includes any tips and commissions.  
 \$\_\_\_\_\_ per hour
11. In which industry was your most recent or current job? \_\_\_\_\_
- 

**My signature below means:**

- I have answered all questions on this form and certify that all information I have provided is complete and accurate.
- I understand the Province of British Columbia receives funding for this program from the federal government as a result of the Canada/BC Labour Market Agreement.
- I understand that information I have provided on this form or that has been collected about me during my participation in this program will be forwarded to the Ministry of Jobs, Tourism and Innovation who is the provincial oversight for British Columbia's allocation of the Canada/BC Labour Market Agreement.
- I understand the Ministry of Jobs, Tourism and Innovation is responsible for fulfilling reporting obligations associated with the Canada/BC Labour Market Agreement; however, no personally identifiable information about me will be exchanged with the federal government to fulfill this requirement.
- I consent to being contacted by the Ministry of Jobs, Tourism and Innovation (or its agent) at intervals and up to 12 months after completion of my participation in this program for the purpose of program evaluation.

**Collection and Use of Information.** All information is collected pursuant to section 26(c) of the *Freedom of Information and Protection of Privacy Act*. The information provided will be used for administrative and evaluation purposes of this program. If you have any questions about the use of this information, contact the Director of the Labour Market Agreement, Ministry of Jobs, Tourism and Innovation, (250) 952-0642

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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### **Definitions:**

**First Nations:** Officially called Indians in the Indian Act, this term refers to the indigenous peoples of North America located in what is now Canada, and their descendants, who are not Inuit or Métis.

**Métis:** Métis means a person who self-identifies as Métis, is of historic Métis Nation Ancestry and is accepted by the Métis Nation. Métis people identify themselves, and are recognized, as distinct from First Nations (Indian), Inuit or European descendants.

**Inuit:** The Inuit are the Aboriginal inhabitants of the North American Arctic.

**Immigrants:** Persons who were foreign born and have been permitted by immigration authorities to live in Canada permanently.

**Persons with Disabilities:** Persons who have difficulty with daily living activities or have a physical condition or other health problem that reduces the kind or amount of activities they can do.

**Less than High School:** Persons not recognized as having completed a high school diploma or recognized equivalent and who do not have diplomas or certificates recognized in the BC labour market.

**High School:** Persons who have completed a high school diploma or equivalent (e.g. General Equivalency Diploma).

**Some Post Secondary Education:** Persons who have some post secondary (i.e. post secondary program incomplete).

**Non university certificate or diploma such as a trades certificate:** Persons who have a non university certificate or diploma from a community college, school of nursing, etc. or a trades certificate or diploma from a vocational or apprenticeship training.

**University - Bachelors Degree:** Persons who have completed university and hold a bachelor's degree.

**University degree - Above Bachelor's Degree:** Persons who have completed university and hold a Master's degree or PHD.

**Employed – Full Time:** Persons who work in paid employment at a job or business that is **full time (30 hours or more per week)** in the context of an employer/employee relationship. This includes those who have a job but are not at work due to temporary illness or disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date).

**Employed – Part Time:** Persons who work in paid employment that is **part time (less than 30 hours per week)** in the context of an employer/employee relationship. This includes those who have a job but are not at work due to temporary illness or disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date).

**Self Employed:** Persons who are working owners of an incorporated or un-incorporated business, farm, or professional practice, with or without paid help. The "un-incorporated" group includes self employed workers who do not own a business (such as babysitters and newspaper carriers). Self employed workers include unpaid family workers, i.e. persons who work without pay on a farm or in a business or professional practice owned and operated by another family member living in the same dwelling.

**Unemployed – On temporary layoff and available for work:** Persons who are not working full or part time, are on temporary layoff with an expectation of recall, and are available for work.

**Unemployed – Have looked for work in past 4 weeks:** Persons who are not working full or part time, have looked for work in the past 4 weeks, and are available for work.

**Unemployed – Available for work and have a new job to start within the next 4 weeks:** Persons who are not working full or part time, have a new job starting within the next 4 weeks, and are available for work.

**Unemployed – Have not Looked for Work in Past 4 Weeks:** Persons who were unwilling or unable to participate in the labour force and have not looked for work in the past 4 weeks. This includes individuals attending public school, attending private or public post-secondary institutions, stay at home parents or caregivers, incarcerated individuals, and discouraged job seekers (those who are unemployed and not actively seeking work as they believe no suitable work is available).

**Industry:** The category describing an organization's primary business activity. For example: mining, fishing, construction, etc.



## Canada/British Columbia Labour Market Agreement Participant Exit Form

PLEASE PRINT CLEARLY AND ANSWER ALL QUESTIONS ON THE FORM.  
IF YOU HAVE ANY QUESTIONS ABOUT THE FORM PLEASE ASK PROGRAM STAFF.  
THANK YOU.

Name of Program: \_\_\_\_\_

Organization: \_\_\_\_\_

Your Name: \_\_\_\_\_  
First Name Middle Initial Last Name

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Day / Month / Year

Mailing Address: \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City / Town Postal Code

Email Address: \_\_\_\_\_

Phone Numbers: Home (\_\_\_\_) \_\_\_\_\_ Alternate (\_\_\_\_) \_\_\_\_\_

Community you live in (if different than your mailing address): \_\_\_\_\_

1. What is your last day with the program: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Day / Month / Year

2. Are you satisfied with the program that you participated in?

- ☐ Yes  
☐ No

Comments:

3. Did you leave the program early (i.e. before completion)?

- ☐ Yes  
☐ No

4. Did your participation result in any training certificates (trade ticket, diploma, etc)?

- ☐ Yes (please specify) \_\_\_\_\_  
☐ No

5. Now that you are leaving the program, what are your plans? (Please check one)

- ☐ Return to/continue prior employment



- ☐ Have recently found new employment
- ☐ Seeking employment
- ☐ Attending training, school, or another program
- ☐ Other (please specify): \_\_\_\_\_

6. If you are working, starting new work, or seeking work, will you be self-employed?

- ☐ Yes
- ☐ No

7. If you are working or starting new work, how many hours per week do you expect to work?  
\_\_\_\_\_ hours

8. What will your gross earnings be per hour at your new job (before taxes and deductions are taken)? This includes any tips and commissions.

\$\_\_\_\_\_ per hour

**My signature below means:**

- I have answered all questions on this form and certify that all information I have provided is complete and accurate
- I understand the Province of British Columbia receives funding for this program from the federal government as a result of the Canada/BC Labour Market Agreement.
- I understand that information I have provided on this form or that has been collected about me during my participation in this program will be forwarded to the Ministry of Jobs, Tourism and Innovation who is the provincial oversight for British Columbia's allocation of the Canada/BC Labour Market Agreement.
- I understand the Ministry of Jobs, Tourism and Innovation is responsible for fulfilling reporting obligations associated with the Canada/BC Labour Market Agreement; however, no personally identifiable information about me will be exchanged with the federal government to fulfill this requirement.
- I consent to being contacted by the Ministry of Jobs, Tourism and Innovation (or its agent) at intervals and up to 12 months after completion of my participation in this program for the purpose of program evaluation.

**Collection and Use of Information.** All information is collected pursuant to section 26(c) of the *Freedom of Information and Protection of Privacy Act*. The information provided will be used for administrative and evaluation purposes of this program. If you have any questions about the use of this information, contact the Director of the Labour Market Agreement, Ministry of Jobs, Tourism and Innovation, (250) 952-0642

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## Canada/British Columbia Labour Market Agreement Monthly Activity Report Template

**Name of Program:** \_\_\_\_\_

**Organization:** \_\_\_\_\_ **Month:** \_\_\_\_\_

### New Participants During Reporting Period

Participant Name		Start Date (D/M/Y)	Expected Completion Date (D/M/Y)	PER PARTICIPANT: CHECK ONE OF THE FOUR ELIGIBILITY CATEGORIES (See Definitions on bottom of form)			
				EMPLOYED PARTICIPANT			UNEMPLOYED PARTICIPANT
				Has High School Education but lacks recognized certification	Has High School Education but lacks essential skills	Has not completed High School	Unemployed and not an EI client
1							
2							
3							
4							

**Exiting Participants During Reporting Period**

Participant Name		Exit Date (D/M/Y)	PER PARTICIPANT: CHECK <u>ONE OF THE TWO CATEGORIES</u> If left program early, please identify if for a job, self employment, to attend school or other reason.		
			Completed the program	Left early	(Reason for leaving early)
1					
2					
3					
4					

List key activities that have taken place during this reporting period:

---

I hereby certify that the information provided on this form is true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

## **Definitions:**

### **Employed Participants:**

#### **Has High School but lacks certification:**

Participant has high school diploma, GED, or equivalent but does not have additional certification (i.e. Trades certificate, Class 1 driver's license, Commercial Diver certificate, etc);

#### **Has High School but requires essential skills:**

Participant has high school but is lacking essential skills. There are nine essential skills recognized as necessary employable skills. They are defined as:

1. Reading Text
2. Document Use
3. Numeracy
4. Writing
5. Oral Communication
6. Working with Others
7. Continuous Learning
8. Thinking Skills
9. Computer Use

For detailed descriptions, please see the following HRSDC website:

[http://www.hrsdc.gc.ca/eng/workplaceskills/essential\\_skills/general/home.shtml](http://www.hrsdc.gc.ca/eng/workplaceskills/essential_skills/general/home.shtml)

#### **Has not completed High School:**

Participant does not have a High School diploma, GED, or equivalent;

OR

Has high school credential that is not recognized in Canada.

**Note:** Employed participants who have some recognized post secondary education towards a university degree are not considered low skilled and are, therefore, not an eligible participant under the Labour Market Agreement.

### **Unemployed Participants:**

#### **Non-EI Client:**

In the Labour Market Agreement, "EI client" means an unemployed individual:

- a) who is eligible for assistance for labour market programs provided by the Canada Employment Insurance Commission under Part II of the Employment Act; or,
- b) who is eligible for assistance under any similar labour market programs provided by British Columbia with are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into between Canada and British Columbia pursuant to Part II (section 62) of the Employment Insurance Act.

## Financial Reconciliation Form Template

Organization: \_\_\_\_\_ Agreement #: \_\_\_\_\_ For Period \_\_\_\_\_ to \_\_\_\_\_

Training/Direct Services Delivery Costs		GL Reference #
Training Purchase Costs (Qualified Service Provider)	\$	
Staff Wages (direct project delivery)	\$	
Staff Benefits (direct project delivery)	\$	
Travel for Project Staff (direct project delivery)	\$	
Materials and Supplies (direct project delivery)	\$	
Marketing including Printing & Communications	\$	
Rent (non-Admin)	\$	
Utilities (Non-Admin)	\$	
Other Costs (specify)	\$	
<b><u>Training/Direct Service Delivery Costs Sub-Total</u></b>	<b>\$</b>	
<b>Participant Costs</b>		
Other Participant Costs (Special equipment, work uniforms, travel to short term training)	\$	
<b><u>Financial Support for Participants Sub-Total</u></b>	<b>\$</b>	
<b>Administrative Costs</b>		
Administration	\$	
<b><u>Administrative Costs Sub-Total</u></b>	<b>\$</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	

All expenditures invoiced to the Province are in accordance with the criteria stated in Schedule B of the contract.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (Authorized Contract Signing Authority) Date: \_\_\_\_\_

Please ensure form is fully and accurately completed and signed.

**Schedule "B"**  
**Award, Contract Price and Payment Schedule**

**1. MAXIMUM AWARD**

Notwithstanding any other provision in the Agreement or this Schedule, the maximum amount that the Province will pay to the Contractor for fees and expenses arising with respect to its provision of the Services and the Approved Training Activities during the Term pursuant to this Agreement is **\$499,686** (the "**Contract Price**" or "**Award**"). The Province shall not be required to pay any taxes on, or in addition to, any portion of the Award or with respect to any Services provided by or on behalf of the Contractor.

**2. BUDGET**

Unless the parties otherwise agree in advance and in writing, and subject to Section 6 below, the Contractor will be entitled to apply the Award for the purposes and up to the maximum amounts shown in the following budget:

<b>Eligible Costs</b>	<b>Maximum Amount</b>
Training Purchase Costs (Qualified Service Provider)	
Exploratory Program	\$61,824
Piping Apprenticeship Certification Programs	\$223,220
Staff Wages (direct project delivery) Project Coordinator for 23 months	\$85,720
Staff Benefits (direct project delivery)	0
Travel (direct project delivery) Coordinator Mileage	\$7,000
Materials/Supplies (direct project delivery)	\$3,500
Marketing/Printing/Communication	\$4,000
Rent/Utilities (directly required for Service Delivery)	
Other Costs (specify)	
<b>Training Sub-total</b>	<b>\$385,264</b>
Participant Costs	
Participant Costs (specify)	
• Participant travel to Class/Shop Time – (\$25/week)	
• Meal Allowance (\$10.00 daily Overwaitea gift card)	\$ 68,996
<b>Participant Sub-Total</b>	<b>\$ 68,996</b>
<b>Administration Allowance (10% of combined Training Sub-Total and Participant Sub-Total. The maximum amount of the Administration Allowance to be paid will be based on actual eligible expenditures over the Term, rather than the anticipated budget set out in this table.)</b>	<b>\$ 45,426</b>
<b>TOTAL AWARD</b>	<b>\$499,686</b>

**3. PAYMENT SCHEDULE**

Upon the successful completion, as determined by the Province in its sole discretion, of each of the following milestones the Province will pay to the Contractor the portion(s) of the Award as set out below:

- a) upon signing of the Agreement by both parties - \$125,000 (the "**Initial Payment**");
- b) for each Billing Period, within 30 days following receipt and approval by the Province of each required Statement, Monthly Activity Report and any other Program Forms required to be provided by the Contractor for that Billing Period, all in accordance with Schedule "A", the amount set out in the Statement for that Billing Period (with a cumulative maximum up to the amount of the Award Remainder), subject to Section 3 d) below;
- c) at the end of the Term, upon receipt and approval by the Province of all end of term financial and/or activity reports, accountings or other documentation, whether set out in Schedule "A" or reasonably required by the Ministry, the amount of the Holdback plus the amount set out in the Statement for the final Billing Period of the Term, less the amount of any Overpayment (the "**Final Payment**"), subject to Section 3 d) below. In the event that the amount of the Overpayment is greater than the amount of the Final Payment, the Contractor shall repay to the Province the amount of such Overpayment in accordance with Section 8.02 of the Agreement; and
- d) notwithstanding Sections 3 b) and c) above, the Province will set off the amount of the Initial Payment either from subsequent payments (payable by the Province in accordance with Section 3 b) above) on a schedule as the parties may in writing agree or, alternatively, from the Final Payment. Any amount of the Initial Payment that has not been so set off shall be deemed an Overpayment and the Contractor shall repay to the Province the amount of such Overpayment in accordance with Section 8.02 of the Agreement.

In this Schedule "B":

"**Award Remainder**" means the amount of the Award less the amount of the Initial Payment and the amount of the Holdback; and

"**Holdback**" means an amount that is equal to 10% of the Award.

#### **4) NO PAYMENTS FOR ACTIVITIES OUTSIDE OF THE TERM**

For greater certainty, no fees, expenses or other costs incurred by or on behalf of the Contractor outside of the Term can be considered to be eligible costs, and the Contractor must not apply any portion of the Award to such fees, expenses or other costs. Any such ineligible payment will be subject to the provisions of Section 8.04 of the Agreement.

#### **5) NO PAYMENT BY PARTICIPANTS**

Neither the Contractor nor any of its Approved Sub-Contractors shall require that an eligible Participant pay any fee, charge or any portion of the costs for an Approved Training Activity, regardless of whether the Participant would be entitled to the reimbursement of all or any such costs. Any breach of this provision shall be an Event of Default under this Agreement.

#### **6) TRAVEL EXPENSES**

Unless otherwise approved in writing by the Province in advance, payment or reimbursement of travel expenses, including meals/per diems, that are related to direct project delivery and incurred by the Contractor or any of its Approved Sub-Contractors will be limited to the "Employee Group II" category for travel allowances as set by the Province from time to time and available at the Province's website located at: [http://www.bccpublicserviceagency.gov.bc.ca/policy/down/Appendix\\_1\\_Travel\\_Allowances.pdf](http://www.bccpublicserviceagency.gov.bc.ca/policy/down/Appendix_1_Travel_Allowances.pdf)

**Schedule "C"**  
**Approved Sub-Contractors/Qualified Service Providers**

The Qualified Service Providers for the Approved Training Activities, in accordance with the Application for Funding, is The Piping Industry Apprenticeship Board, d.b.a. UA Piping Industry College of BC.

Other Approved Sub-Contractors are: N/A



**Schedule "D"**  
**Insurance**

The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

- (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
  - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
  - (iii) include a cross liability clause.
- 2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
- 3. The Contractor must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
- 4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

**Schedule "E"**  
**PRIVACY PROTECTION SCHEDULE**

This Schedule forms part of the Transfer Under Agreement between Her Majesty the Queen in Right of the Province of British Columbia represented by the Minister of Jobs, Tourism and Innovation (the "Province") and the PIPING INDUSTRY APPRENTICESHIP BOARD (the "Contractor") bearing Contract Number C13LMSS004 (the "Agreement")

**Definitions**

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

**Purpose**

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

**Collection of personal information**

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

**Accuracy of personal information**

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

**Requests for access to personal information**

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

### **Correction of personal information**

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

### **Protection of personal information**

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

### **Storage and access to personal information**

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

### **Retention of personal information**

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

### **Use of personal information**

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

### **Disclosure of personal information**

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

### **Notice of foreign demands for disclosure**

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosurethe Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

#### **Notice of unauthorized disclosure**

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

#### **Inspection of personal information**

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

#### **Compliance with the Act and directions**

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

#### **Notice of non-compliance**

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

#### **Termination of Agreement**

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

#### **Interpretation**

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

## Schedule "F"

### MARKETING, PUBLICITY AND COMMUNICATIONS

For the purposes of this Schedule "F", all references to the Contractor shall be deemed to include any Approved Sub-Contractor, as applicable.

1. The Contractor will cooperate with the Province in such public announcements, news releases or event opportunities regarding the Contractor's project funded through the Program (the "Project"), as the Province requests.
2. The Contractor will not provide any media releases, promotional materials or communications in a public forum with respect to the Project except where the same have been approved in advance by the Province.
3. The Contractor will acknowledge the financial contribution made by the Province and Canada on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms for use by eligible Participants, or other publications produced by the Contractor and related to the Project, in terms satisfactory to the Province.
4. All print advertisements relating to the Project must:
  - (a) display of the following Provincial logo and Canada word mark:



**Ministry of Jobs,  
Tourism and  
Innovation**

**Canada** 

- (b) include a key message pre-approved by the Province.
5. All advertisements, including print advertisements, relating to the Project must have prior approval from the Province. To obtain prior approval the Contractor must submit the proposed template for the advertisement to the Province identifying the media where the Contractor intends to advertise and the duration of the proposed advertisement.
6. Any urgent media deadlines for advertising should be flagged when requests for approvals are submitted.
7. At any office or location where the Project is delivered, the Contractor will display the signage provided by the Province or will provide and display locally produced signage pre-approved by the Province.
8. Any and all use by the Contractor of the Provincial logo or the Canada word mark set out above will be in the form provided, and will comply with the graphic standards and any conditions communicated, by the Province to the Contractor from time to time.

**Schedule "G"**  
**Program Solicitation**

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**Ministry of Jobs, Tourism  
and Innovation**

**Canada**

**LABOUR MARKET SECTOR SOLUTIONS:**  
Program Information and Funding Application - **2011/12**

**FOR MORE INFORMATION**

Please contact:

Director of Partnerships and Productivity

PO Box 9190 Stn Prov Govt

Victoria BC V8W 9E6

Tel: 250 387-6661

E-mail: [LabourMarketPartnerships@gov.bc.ca](mailto:LabourMarketPartnerships@gov.bc.ca)

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## 1. ABOUT THE PROGRAM

Funded under the Canada-British Columbia Labour Market Agreement, the Labour Market Sector Solutions program is one part of the Ministry's approach to enhancing British Columbia's labour market, as outlined in the *Canada Starts Here: The BC Jobs Plan*. By providing support to sectors and employers experiencing changing labour market conditions, the Labour Market Sector Solutions program will help address needs by providing training to eligible individuals.

The objective of the Program is to invest in the skills development of eligible Participants, thereby assisting Sectors/industries, employers, and workers to address identified labour market imbalances.

The Program seeks to combine the knowledge, expertise and resources of Sector based organizations who understand the labour market/human resource needs of employers with Qualified Service Providers who can efficiently deliver training opportunities for a targeted population of workers.

Sector organizations are invited to apply for funding to deliver training that will address sector-specific needs. The application form can be found in [Appendix A](#) and detailed information about eligible Applicants, activities and Participants can be found in sections below.

As this initiative is funded under the Canada-British Columbia Labour Market Agreement, **the target population for this Program is individuals who meet the Participant eligibility criteria** (See [Participant Eligibility](#)).

**The deadline for receiving applications is Tuesday January 31, 2012, 4:30 pm Pacific Time ("Closing Time").**

A subsequent call for applications may be announced depending on funding availability.

### **Examples of Programs Eligible for Funding:**

- A Sector/Industry Based Organization working in cooperation with a public post secondary institution undertakes a training program for eligible unemployed workers to prepare them for work in a particular high-demand occupation within a geographic area.
- A Sector/Industry Based Organization wants to provide training to eligible low-skilled employees of businesses within their Sector related to a new piece of equipment/technology or work process. The organization applies for funding in collaboration with a Qualified Service Provider who will deliver the training program.
- A Sector/Industry Based Organization has identified a lack of skilled workers in a particular occupation. The organization applies for funding to provide training to a



group of eligible low-skilled employed individuals so that they can receive certification within a high-demand Sector in a specific geographic area.

## **2. EVALUATION CRITERIA**

All proposals must meet the following **mandatory criteria**:

- 1) the **proposal must be**:
  - submitted using the **Application Form** set out in Appendix A;
  - in **English or French**;
  - **sent by e-mail or facsimile or delivered by hand or courier** to the e-mail or physical address or fax number set out in section 6; and
  - **received before the specified Closing Time**.
- 2) the **Applicant must be a Sector/Industry Based Organization** (See Applicant Eligibility).
- 3) all **proposals must name a Qualified Service Provider** (even if the Applicant proposes being the Qualified Service Provider). However, the Ministry may provide guidance on the suitability of, and reserves the right to reject the use of, any named Qualified Service Provider.

Proposals that do not meet all the above mandatory criteria will be rejected without further consideration.

Proposals submitted by e-mail will not be considered to have been received unless the Applicant has received a confirmation of receipt message in reply. Please contact Ministry staff if you have not received a confirmation of receipt within one business day following submission of your proposal.

Proposals that meet all of the above mandatory criteria will then be assessed against the following **evaluation criteria**:

- the Applicant has provided a clear indication of a high, local labour market need. The Applicant's provision of letters of support, internal and external research or other quantitative or qualitative evidence will assist the Ministry to evaluate this criteria;
- the Applicant has clearly demonstrated and provided reasonable justification that the proposed training will address the identified labour market need;
- the suitability, in the opinion of the Ministry, of the Qualified Service Provider(s) identified or available to deliver the proposed training program(s);
- the Applicant has clearly demonstrated or provided a reasonable indication that there are a sufficient number of eligible Participants to justify the delivery of the training program;
- the extent to which the proposed training program duplicates, or may duplicate, other existing programs for which Participants may be eligible;

- the requested funding amount and the reasonableness of the project budget based on the type and extent of training proposed;
- the degree to which the proposed training will benefit the industry or Sector as a whole rather than creating a competitive advantage for a single business or group of businesses;
- the likelihood that the proposed training will lead to Participant employment, if the project is focused on eligible Unemployed Individuals;
- whether the proposed training will lead to Participants obtaining industry recognized certification or credentials; and
- the Sector and geographic location and scope of the project.

If you are not certain if your organization qualifies as a Sector/Industry Based Organization, or whether you are able to meet any of the evaluation criteria, please contact Ministry staff to seek clarification **before** proceeding with a proposal. Contact information can be found at the end of this document.

**PLEASE NOTE:**

- Each individual Sector organization can submit only one application.
- Submitting an application is not a guarantee of funding. Funding is subject to approval and availability of funds.
- The Ministry reserves the right to consider and make funding decisions based on overall considerations of geographic representation and Sector distribution.
- Priority may be given to Sectors identified in the *Canada Starts Here: The BC Jobs Plan*.

Applications will be reviewed and funding decisions will be made by Ministry staff. A Program Advisor may contact you to discuss your application and obtain any additional information required.

### **3. PROGRAM REQUIREMENTS**

#### **Program Principles**

Projects funded through the Program must:

- be submitted by a Sector/Industry Based Organization;
- be delivered by a Qualified Service Provider;
- not duplicate other existing programs;

and wherever possible:

- lead to employment, if the proposed project is focused on eligible Unemployed Individuals; and
- lead to Participants obtaining industry recognized certification or credentials.

## Program Duration, Budget and Maximum Funding

**All projects must, without exception, be completed by no later than March 31, 2014, regardless of start date or any project renewal or delay. The maximum amount of funding available for any single project is \$500,000.**

Unless an Applicant does not request it, projects will be provided an automatic administration allowance of 10% as part of the maximum project funding. Applicants must include the administration allowance as part of their project budget and within the total amount of funding requested. This administration allowance is intended to be used to defray general organizational management and administration costs such as overhead, costs of general services (e.g. accounting) and the salaries of employees not directly involved in Participant training activities. The administration allowance is not to be used for infrastructure or the purchase of capital assets.

Examples of project costs which are ineligible for funding include, but are not limited to, costs associated with:

- any project or organizational administrative or overhead costs beyond the 10% administration allowance;
- infrastructure development or enhancement ("bricks-and-mortar" or organizational);
- IT systems development; and
- capital items such as equipment and furniture.

If a project is deemed by the Ministry, in its sole discretion, to be successful and an ongoing need can be demonstrated, there may be an opportunity to renew the project for an additional term, subject to available funding and the above Program end date.

## Applicant Eligibility

**ONLY** Sector/Industry Based Organizations are eligible to apply for funding under the Program **AND** they must do so in connection with a Qualified Service Provider. If an Applicant also meets the definition of "Qualified Service Provider", then they may propose to act as both the Contractor and the Qualified Service Provider, subject to Ministry approval.

In addition, in order to apply for funding, **an Applicant must be:**

- a legal entity that is entitled to operate and has operated in British Columbia for at least one year prior to submitting a proposal;
- if registered, in good standing with BC Corporate registry; and
- be capable of assuming, both legally and operationally, all of the Contractor roles and responsibilities outlined below.

## Contractor Roles and Responsibilities

Once an application has been accepted, the funding and the parameters of the project have been finalized and a Contract signed, the Applicant will become a Contractor. Contractors will be responsible for Contract administration and management but not for activities related to the direct delivery of Services to eligible Participants unless the Contractor is also the Qualified Service Provider. Contractor responsibilities are those set out in the Contract, which include, but are not limited to:

- ensuring overall project compliance with the terms and conditions of the Contract;
- financial administration and management;
- Participant recruitment and project marketing; and
- ensuring all reporting requirements are met.

## Qualified Service Provider Roles and Responsibilities

Qualified Service Providers will be responsible for undertaking project activities related to the direct delivery of Services/training to eligible Participants but not for Contract administration and management unless the Qualified Service Provider is also the Contractor. Qualified Service Provider responsibilities include, but are not limited to:

- Participant recruitment and project marketing;
- ensuring Participant eligibility criteria are met;
- coordination and delivery of project activities; and
- adhering to the reporting requirements.

## Participant Eligibility

Before approving an individual for participation in a project, Service Providers must verify whether or not the individual qualifies as a Participant. Only individuals who qualify as a Participant can be funded through the Program.\*

Projects must provide training activities to one or both of the following types of Participants:

- a) Unemployed, Non-EI Individuals; or
- b) Employed, Low-Skilled Individuals.

All Participants must:

- be legally entitled to work in Canada;
- be living in British Columbia;
- not be a student (i.e. enrolled in high school or enrolled in post secondary training); and
- at the time the training is to take place, not be participating in another LMA funded program.

\*NOTE: Individuals *who do not meet eligibility criteria* may participate in a training program that forms part of the project, at their own expense. The number of individuals who *do not meet eligibility criteria* cannot exceed 50% of total number of participants served. The admission of individuals who do not qualify as eligible Participants into Program training projects will be at the discretion of Contractors and Service Providers and may be subject to Ministry approval. Determination of the incremental costs (e.g. tuition, books, supplies, etc.) associated with providing training to non-eligible participants is the responsibility of the Contractors and Service Providers and must not be paid for with Program funds.

### Project Activity Eligibility

**Projects must be designed to address an identified labour market issue. Projects will consist of activities that provide training to eligible Participants.** Project activities must take place in British Columbia. All training activities will be formal, structured and delivered by Qualified Service Providers. Wherever possible, projects for Unemployed Individuals should lead to ongoing employment.

Ineligible activities include, but are not limited to:

- training normally provided by suppliers or manufacturers;
- training delivered outside of British Columbia;
- activities/services that represent a duplication of activities or services already/currently available at the time the proposal is submitted (e.g. Employment Assistance Services - [www.labourmarketservices.gov.bc.ca](http://www.labourmarketservices.gov.bc.ca));
- training provided by an employer or employer's staff (in the case of projects that are focused on Employed, Low-Skilled Individuals); and
- training that is not related to an identified labour market issue.

### Expected Outcomes (Results)

The Program is designed to support provincial economic growth by ensuring the availability of a skilled workforce. It is expected that, through the funded projects, the Program will achieve the following outcomes:

- for Unemployed Individuals – labour market attachment or re-attachment;
- for Employed, Low-Skilled Individuals – acquisition of skills and credentials relevant to the current and future labour markets, improved workplace productivity and competitiveness, and increased/strengthened attachment to their employer or employment; and
- for Sectors/industries – improved ability/capacity to address specific labour market issues/challenges.

## 4. REPORTING REQUIREMENTS

The project activities and results will be documented through the use of the following forms (DRAFT versions of these forms are provided in [Appendix C](#) and final versions will be provided at the time of Contract completion):

- Activity Reports (see Appendix C);
- Participant Intake Forms (see Appendix C);
- Participant Exit Forms (see Appendix C);
- Financial Reconciliation Forms;
- a final activity report; and
- a final financial reconciliation report.

Activity Reports will be completed by the Service Provider and submitted by the Contractor to the Ministry. The Activity Reports will include details of project activities during the reporting period, including but not limited to information on Participants entering and exiting the project and a description of key activities (e.g. marketing activities, success stories, concerns/issues identified, etc.).

Participant Intake Forms are to be completed by each Participant within 30 days of their training start date and Participant Exit Forms are to be completed at the end of their participation in the training. The Contractor will collect from the Service Provider and will submit completed Participant Forms to the Ministry.

The Contractor must provide a completed and signed Financial Reconciliation Form to the Ministry in order to report the eligible costs incurred in the previous reporting period and trigger the payment of subsequent project funding in accordance with the Contract.

The Ministry will provide the Contractors with detailed procedures for completion and submission of these forms/reports. Frequency of submission (monthly or quarterly) will be established based on the nature of the project and upon mutual agreement.

## 5. SUBMITTING AN APPLICATION

See Appendix A for the Application Form. An electronic version is available at:  
<http://www.aved.gov.bc.ca/sector-partnerships/welcome.htm>

**The deadline for receiving applications in accordance with procedures set out in Section 2 is Tuesday January 31, 2012, 4:30 pm Pacific Time.**

A Program Advisor may contact you to discuss your application and obtain any additional information required.

There are several key steps in the application process including:

- Eligibility assessment by the Applicant, including consultations with the Ministry if required;
- Drafting and submission of proposals;
- Review and evaluation of proposals by the Ministry;

- Negotiation of final program deliverables and budget;
- Ministry determination of funding for approved projects; and
- Completion of a Contract with successful Applicants.

## 6. ENQUIRIES AND CONTACT INFORMATION

### A. Enquiries

All enquiries should be directed to the contact below. Information obtained from any other source is not official and should not be relied upon. Questions received within 5 days following the Closing Time will be answered only if time permits. Enquiries (not applications) will be accepted by telephone, mail, courier, e-mail or hand delivery.

### B. Contact Details

<b><u>Mail:</u></b> Partnerships and Productivity Unit Ministry of Jobs, Tourism and Innovation PO Box 9190 Stn Prov Govt. Victoria, BC V8W 9E6  <b><u>E-mail:</u></b> <a href="mailto:LabourMarketPartnerships@gov.bc.ca">LabourMarketPartnerships@gov.bc.ca</a>	<b><u>Courier/Hand Delivery:</u></b> 4 <sup>th</sup> Floor 835 Humboldt Street Victoria, BC V8V 4W8  <b><u>Facsimile:</u></b> 250-387-4788  <b><u>Telephone:</u></b> 250-387-6661
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## 7. DEFINITIONS

The following terms are used in this document and in the application:

- a) **"Applicant"** means a Sector/Industry Based Organization who submits an application for funding under the Program;
- b) **"Contract"** means a written agreement between the Province and the Applicant that is substantially similar to the Transfer Under Agreement attached as Schedule B;
- c) **"Contractor"** means a Sector/Industry Based Organization who enters into a written Contract with the Province;
- d) **"EI"** means Employment Insurance;
- e) **"Employed, Low-Skilled Individual"** means an individual:
  - 1) who is:
    - a) self employed; or
    - b) receiving, or entitled to receive, wages for work performed for an employer and who is subject to regular employment deductions; and
  - 2) who has no recognized post-secondary education (whether completed or merely attempted) towards a university degree and:
    - a) does not have a high school diploma or equivalent; or
    - b) has completed high school but who does not have any Recognized Certification;
- f) **"Full-time employment"** Persons who work in paid employment at a job or business that is **full time (30 hours or more per week)** in the context of an employer/employee relationship (does not include self employment). This includes those who have a job but are not at work due to temporary illness or disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date);
- g) **"LMA"** means the Canada-British Columbia Labour Market Agreement;
- h) **"Ministry"** means the Ministry of Jobs, Tourism and Innovation;
- i) **"Non-EI Individual"** means an individual who:
  - 1) has not established an EI claim in the last three years; and
  - 2) has not established a maternity or parental EI claim in the past five years;and therefore is, or is otherwise:
  - i. **not** eligible for assistance under labour market programs provided by the Canada Employment Insurance Commission under Part II of the *Employment Insurance Act*; or
  - ii. **not** eligible for assistance under any similar labour market programs provided by British Columbia which are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into



between Canada and British Columbia pursuant to Part II (section 63) of the *Employment Insurance Act*;

- j) **"Part-time employment"** Persons who work in paid employment that is **part time (less than 30 hours per week)** in the context of an employer/employee relationship (does not include self employment). This includes those who have a job but are not at work due to temporary illness or disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date);
- k) **"Participant"** means an individual who meets the eligibility criteria and is approved to participate in the Program by the Service Provider;
- l) **"Participant Intake Form"** means the form to be completed by each Participant at the beginning of their participation in the Program and submitted to the Ministry by the Contractor;
- m) **"Participant Exit Form"** means the form to be completed by each Participant upon completion of their participation in the Program and submitted to the Ministry by the Contractor;
- n) **"Program"** means the Labour Market Sector Solutions initiative;
- o) **"Province"** means the Province of British Columbia;
- p) **"Qualified Service Provider"** or **"Service Provider"** is an organization, business, or public post secondary institution that has two or more years of recent experience delivering labour market programs or services. Recent experience is defined as experience within the past five (5) years;
- q) **"Recognized Certification"** or **"Certification"** means training where, upon successful completion, a person obtains a credential or is certified as being able to competently complete a job or task, as recognized by a sector, industry, or regulatory body. For example, a Class 1 Truck Driver's License would be considered to be Recognized Certification. An individual is considered to have Recognized Certification even if they are not currently using that credential in the workforce or if they are pursuing another career path. Short term credential programs, such as FoodSafe, Workplace Safety, First Aid Level 1, Workplace Hazardous Materials Information System (WHMIS), Serving it Right and WorldHost training do not constitute a Recognized Certification;
- r) **"Sector"** means a sector of the Canadian economy as defined in the North American Industry Classification System (NAICS). For information about NAICS and a list of sectors, see [www.ic.gc.ca/eic/site/cis-sic.nsf/eng/h\\_00004.html](http://www.ic.gc.ca/eic/site/cis-sic.nsf/eng/h_00004.html);
- s) **"Sector/Industry Based Organization"** means an organization within British Columbia that is industry-led or industry-driven and whose primary purpose is to engage in industry specific advocacy, programming and other initiatives. **Note: this does not include organizations that support a wide variety of employers or Sectors, or that are**

**dedicated to advancing the general economic development of British Columbia or a particular geographic area within British Columbia;**

- t) **"Self employed"** Persons who are working owners of an incorporated or un-incorporated business, farm, or professional practice, with or without paid help. The "un-incorporated" group includes self employed workers who do not own a business (such as babysitters and newspaper carriers). Self employed workers include unpaid family workers, i.e. persons who work without pay on a farm or in a business or professional practice owned and operated by another family member living in the same dwelling;
- u) **"Services"** means the services to be provided by the Service Provider; and
- v) **"Unemployed"** or **"Unemployed Individual"** means an individual who is not self-employed or working full-time or part-time.

## APPENDIX A – APPLICATION FORM



BRITISH  
COLUMBIA

Ministry of Jobs,  
Tourism and  
Innovation

Canada

### Labour Market Sector Solutions Application for Funding

**DEADLINE: Tuesday January 31, 2012, 4:30 pm Pacific Time.**

#### A. Applicant Information

Legal Name of Applicant:		
Applicant Mailing Address:		Name and Title of Contact Person:
		E-mail Address:
City:	Postal Code:	Phone Number:
Type of Organization (corporation, partnership, sole proprietor, etc):		
Number of Years Applicant Has Been in Operation in BC:		Incorporation/Registration Number in BC (if applicable):

#### B. Project Summary: (attach additional pages if required – maximum 10 pages; 12 pt font; double-spaced)

<b>Background</b>  <i>Brief description of the need for the project, other stakeholders who have an interest in its completion and why the project is necessary and/or viable at this time.</i>
<b>Purpose</b>  <i>Clear statement of the labour market or training issue to be addressed (include relevant local/regional labour market information as evidence of the issue) and how this project will address or remedy issue(s) identified.</i>

**Applicant**

*Clear statement of mandate, applicable NAICS classification code, experience and expertise of sector organization that is the Applicant for funding.*

**Qualified Service Provider**

**Legal name of proposed Qualified Service Provider(s):** \_\_\_\_\_

*Type of organization, experience and expertise of proposed Qualified Service Provider who will be delivering labour market training programs or services.*

**Collaborators**

*Identify any other stakeholder or collaborators who will be involved in project activities.*

**Project Description**

*Describe the specific training activities to be undertaken and how they will remedy the identified labour market/training issue. Identify any certificates and /or credentials Participants may receive as a result of training activities.*

*Provide an overview of the plan to market the proposed training opportunity.*

*Provide proposed timelines for key project activities.*

*Provide estimated number and type of eligible Participants to be served.*

*What is the intended outcome(s) of the project? Wherever possible, projects for unemployed individuals should lead to ongoing employment.*

**Measurable Results**

*How are the activities of this project expected to impact individual Participants? the industry or sector?*

**Duration (all projects must be completed by March 31, 2014)**

*Proposed start date and end date.*

**Reporting Requirements**

*Briefly describe methods by which reporting requirements will be monitored and met.*

**C. Funding Request***See Appendix A-1 for more information about eligible costs*

<b>Eligible Costs</b>	<b>Amount Requested</b>
Training Purchase Costs (Qualified Service Provider)	
Staff Wages (direct project delivery)	
Staff Benefits (direct project delivery)	
Travel (direct project delivery)	
Materials/Supplies (direct project delivery)	
Marketing/Printing/Communication	
Rent/Utilities (directly required for Service Delivery)	
Other Costs (specify)	
<b>Training Sub-total</b>	
Participant Costs (specify)	
<b>Participant Sub-Total</b>	
<b>Administration Allowance (10% of combined Training Sub-Total and Participant Sub-Total)</b>	
<b>TOTAL REQUEST (Maximum \$500,000)</b>	

#### D. Certification by Applicant and Agreement

On behalf of the above named applicant ("Applicant"), I hereby certify that I have read, understand and agree to abide by the conditions of the Program Information for the Labour Market Sector Solutions Program ("LMSS Program") as well as each of the following requirements, which I acknowledge must be met and maintained by the Applicant in order to be, and remain, eligible for funding:

- The Applicant would not otherwise undertake this training without financial assistance from the Province of British Columbia, Ministry of Jobs, Tourism and Innovation (the "Province") provided under the LMSS Program.
- The Applicant must provide the Province with completed Participant Intake Forms for each individual who participates in training under the LMSS Program ("Participant") by no later than 30 days following the start of the Participant's training. The Applicant must also provide completed Participant Exit Forms for each Participant by no later than 30 days following the completion of the Participant's training.
- Any funding provided as a result of this application must be applied only to the item(s) approved as part of this application. Any funds not so applied or any funds not used for approved purposes must be promptly repaid by the Applicant to the Province.
- Funding is subject to audit and verification by the Province. Receipts and/or proof of expenditure records must be kept and made available for review for a minimum of seven (7) years.

I, the undersigned, hereby certify that all of the information provided on behalf of the Applicant is true and complete to the best of my knowledge and belief. By signing below, on behalf of the Applicant, I certify, agree and commit that the Applicant does and will continue to comply with the above and any other terms and conditions relating to the LMSS Program.

Signature of Authorized Signing Authority:

Print Name and Title:

Date: (YYYY / MM / DD)

The deadline for applications is Tuesday January 31, 2012, 4:30 pm Pacific Time ("Closing Time").

Individual sector organizations can submit only one application.

An application is not a guarantee of funding. The Province reserves the right to consider and make funding decisions based on overall considerations of geographic representation and sector distribution. Priority may be given to sectors identified in the *Canada Starts Here: The BC Jobs Plan*.

This Application Form must be submitted by e-mail or facsimile or delivered by hand or courier, by no later than the Closing Time, to:

<b>Partnerships and Productivity Unit</b> <b>Ministry of Jobs, Tourism and Innovation</b>	<b><u>Courier or Hand Delivery:</u></b> 4 <sup>th</sup> Floor 835 Humboldt Street Victoria, BC V8V 4W8
<b><u>E-mail:</u></b> <a href="mailto:LabourMarketPartnerships@gov.bc.ca">LabourMarketPartnerships@gov.bc.ca</a>	<b><u>Facsimile:</u></b> 250-387-4788

Information collected in this application form is collected under the authority of Section 26(c) of the *Freedom of Information and Protection of Privacy Act* and is subject to all of the provisions of that Act. The information collected will be used for the administration of the Canada/BC Labour Market Agreement program for which you have applied. If you have any questions concerning the collection, use or disclosure of this information, please contact the Director of the Canada/BC Labour Market Agreement at (250) 952-0642.

## Application Form - Appendix A-1 Eligible Costs

Eligible project costs are limited to the following categories:

**Administration Allowance (10% - to be included within Maximum Funding Amount)** – the Contractor's reasonable costs to administer their contract with the Province and their contract with a Qualified Service Provider. Administrative costs are related to the organization as a whole as opposed to expenses related to the delivery of services/activities to Participants. Contractors are able to use the administration allowance to defray costs such as general management costs. Examples include: costs of general services (such as accounting) and the salaries of employees not directly involved in Participant related activities.

**Direct Service Delivery Costs** – the reasonable expenses incurred by the Applicant, including those charged by a Qualified Service Provider, in delivering services to Participants, directly identifiable with project activities. Examples include:

- Staff wages and mandatory employment-related costs;
- Materials and supplies;
- Participant recruitment/marketing costs;
- Training purchase costs (e.g., tuition, registration fees, and purchase of training services from a Qualified Service Provider); and
- Other training related costs (e.g., books, manuals, and/or other study materials necessary for Participants to complete the training).

**Participant Costs** – targeted supports such as travel/transportation costs related to Participant travel to attend training.

Ineligible project costs include, but are not limited to, costs associated with:

- Infrastructure development or enhancement ("bricks-and-mortar" or organizational);
- IT systems development;
- Capital items such as equipment and furniture



**Schedule "H"**  
**Contractor's Application**



Ministry of Jobs,  
Tourism and  
Innovation



**Labour Market Sector Solutions**  
**Application for Funding**

**DEADLINE: Tuesday January 31, 2012, 4:30 pm Pacific Time.**

**A. Applicant Information**

Legal Name of Applicant: <b>PIPING INDUSTRY APPRENTICESHIP BOARD</b> <i>doing business as</i> <b>UA PIPING INDUSTRY COLLEGE OF BC (UAPICBC)</b>		
Applicant Mailing Address:  <b>101-1658 Foster's Way</b>		Name and Title of Contact Person: <b>A.D. (Al) Phillips</b> <b>Executive Director of Training and Apprenticeship</b>
		E-mail Address: <a href="mailto:Al.Phillips@uapicbc.ca">Al.Phillips@uapicbc.ca</a>
City: <b>Annacis Island, Delta</b>	Postal Code: <b>V3M 6S6</b>	Phone Number: <b>604-540-1945</b>
Type of Organization (corporation, partnership, sole proprietor, etc): <b>Non-profit Incorporated Society</b>		
Number of Years Applicant Has Been in Operation in BC: <b>23 years – incorporated in 1988</b>		Incorporation/Registration Number in BC (if applicable): <b>S-24100/ FM0570555</b>

**Project Summary:**

<p><b>Background</b></p> <p>The Piping Industry Apprenticeship Board is pleased to submit our proposal in response to the BC Ministry's mandate to support sectors and employers experiencing changing labour market conditions. Through the companies we represent in Northwest BC, we are learning and experiencing firsthand the changing labour market needs of this area and concurrent lack of available skilled labour resources. The funding of our proposal would greatly benefit Northwest BC. It would greatly enhance the skills of the local labour force, so as to meet the employment needs of the region.</p> <p>Northwest British Columbia is on the brink of unprecedented economic and industrial growth. Several large projects listed below have begun or are scheduled to begin over the next few years<sup>(1)</sup>:</p>
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- Rio Tinto Alcan - Kitimat Modernization Project (KMP) Rio Tinto Alcan has begun a modernization project which will increase aluminium ingot production capacity by 48% to approximately 420,000 tonnes per annum while significantly cutting greenhouse gas emissions. Rio Tinto has given the green light to an additional US\$2.7 billion capital investment to modernize its aluminium smelter in Kitimat, British Columbia. This new investment will allow for completion of the US\$3.3 billion project in 2014.
- Kitimat MLNG (KMLNG) - Natural Gas Liquefaction and Export Terminal Kitimat MLNG (KMLNG) is positioning itself to be British Columbia's first LNG export facility. The company has recently revised its business plan and will be building a liquefaction plant and marine terminal (\$3 billion investment) in association with a \$1 billion natural gas pipeline between Kitimat and the North America tie-in near Summit Lake in north-central British Columbia
- Enbridge Northern Gateway - Marine Terminal and Pipeline Enbridge Gateway Pipeline is undertaking environmental, engineering and field work to support the proposed development of two new pipelines as part of the Enbridge Gateway Project. (\$5.5 billion investment)
- Pacific Trail Pipeline - Import and Export Pipeline \$1.285 billion investment to build a new bi-directional pipeline to supply gas to KMLNG for export to Asian markets via the interconnect at Summit Lake in North Central BC
- Port of Prince Rupert - \$500 million expansion in 2012
- Northwest Transmission Line - [www.thenorthernview.com/news/116777064.html](http://www.thenorthernview.com/news/116777064.html) The three-year construction phase is expected to generate an average of 860 person-years of full-time direct employment. The operational phase of the project is expected to generate more than 36 person-years of employment over the life of the project

These projects that represent the jurisdiction of our sector organizations will require large amounts of skilled labour in all the construction trades including the piping trades. By all projections, a severe shortage of skilled labour is anticipated (both apprentices and journeypersons) in Northwest BC as well as throughout the entire province. Contractors in the Kitimat area (Bechtel, KBR and others) are looking to hire workers from out of province and from the U.S.A. in order to meet the labour needs of these projects.

#### **Article from the Globe and Mail:**

"The resource sector and oil and gas companies in particular, have warned that they face a crippling shortage of skilled workers that could drive up costs and limit Canada's ability to take advantage of a looming capital investment boom. The shortage is particularly acute in remote areas such as Kitimat, a town of 9,300 which is also the terminus for the proposed Northern Gateway oil pipeline that Enbridge Inc. hopes to build starting in 2014." ... "A Shell-led LNG terminal in Kitimat could require as many as 4,000 construction workers, and rival Kitimat LNG would need a similar number. Companies may have to build their projects in stages, as they have in the oil sands, to ease the strain on the work force."

*(Globe and Mail of March 18, 2012 <http://www.theglobeandmail.com/globe-investor/labour-crunch-could-slow-planned-kitimat-projects-shell/article2370820/>)*

#### **Quote from the CEO of the ITA:**

Kevin Evans, CEO of the Industry Training Authority, a provincial Crown corporation, told the Straight that B.C. Stats issued a report a year ago called British Columbia Trade Occupations Outlook. "It's forecasting that, by 2016, we'll be short about 160,000 tradespersons in B.C.," Evans said by phone. "That's a combination of people who are retiring and

economic activity. There are certain employers in the province right now for which it [the shortage] is not coming; they're dealing with it right now."

#### **Articles from the Vancouver Sun:**

The good news starts with the 39,000 net new jobs that Statistics Canada reported have been created in B.C. over the past year, including 9,000 in the past month despite the sluggish economy. It includes the major planned investments by Rio Tinto Alcan in Kitimat, by Mitsubishi in northeastern gas fields and the export licence for the first liquefied natural gas facility in Kitimat. It includes the \$8-billion shipbuilding contract that she again celebrated by holding her news conference at Seaspan's Vancouver Shipyards in North Vancouver, where some of the work will be performed.

Read more:

<http://www.vancouversun.com/business/Editorial+jobs+plan+depends+primarily+fundamentals/6297041/story.html#ixzz1qusEzpXM>

A substantial labour shortage is likely to hinder economic growth in B.C., unless the province can attract a lot more workers in the next 10 years, provincial data show. By 2020, there will be 61,500 more jobs in the province than workers to fill them, according to B.C.'s most recent Labour Market Outlook, and that has the province relying on newcomers to B.C. to fill a third of all job openings within a decade.

Read more:

<http://www.vancouversun.com/business/faces+vast+labour+shortage+unless+attract+more+workers/6096174/story.html#ixzz1qutcgW8k>

#### **Labour Market Outlook from the Canadian Apprenticeship Forum Data**

In the North Coast & Nechako region, 200 workers were employed in Plumbers, Pipefitters and Gas Fitters (NOC 725) in 2010. From 2010 to 2015, a total of 280 job opportunities are expected in the region.

These opportunities arise from the demand to replace retiring workers and from economic growth. During the same period, 85 new job seekers are expected. Over this period, the demand for workers in this group is expected to generally exceed the number of workers available. This should result in excess demand.

#### **North Coast & Nechako Region Summary Welders**

In the North Coast & Nechako region, 315 workers were employed in Metal Forming, Shaping and Erecting Trades (NOC 726) in 2010. From 2010 to 2015, a total of 220 job opportunities are expected in the region.

These opportunities arise from the demand to replace retiring workers and from economic growth. During the same period, 105 new job seekers are expected. Over this period, the demand for workers in this group is expected to generally exceed the number of workers available. This should result in excess demand.

Data Source: BC Labour Market Outlook, 2011

#### **Article from the Kitimat News**

*December 1, 2011 - Rio Tinto has given the green light to an additional US\$2.7 billion capital investment to modernise its aluminium smelter in Kitimat, British Columbia. This new investment will allow for completion of the US\$3.3 billion project in 2014. The modernisation project will secure approximately 1,000 stable, specialised jobs in B.C.'s northwest for the long term, and 2,500 jobs during the peak period of the construction phase.*

#### **Information from the Ministry of Tourism and Innovation website as per the following link:**

[http://guidetobceconomy.org/bcs\\_economy/north\\_coast-nechako.htm](http://guidetobceconomy.org/bcs_economy/north_coast-nechako.htm)

The proposed Northern Gateway will employ 3,000 workers at peak construction and will create 62,700 person-years of

employment. The marine terminal is expected to create 165 long-term jobs to operate the terminal, tug fleet, first response and to monitor the surrounding environment. The project will generate approximately \$2.6 billion in tax revenue through the life of the project.

- 4,100 person-years of direct on-site employment in BC
- 35,000 person-years of total employment (on-site, purchases, indirect, induced) in BC
- Northeast BC region:
  - 1,150 person years for construction employment; 675 from within the region
  - Peak pipeline construction will require up to 818 people
  - Peak pump station construction will require 56 people
  - 15 jobs for operational employment

Looking at the current labour force in the Kitimat and surrounding area, there are several challenges. The current unemployment rate in the Kitimat is approximately 9.5%<sup>(2)</sup>. Not helping the situation, the statistics on education in the Coast Mountain Region (Kitimat/Terrace/Smithers/Hazelton) reveals the following: <sup>(3)</sup>

- 20.1% of the population between the ages of 25 and 54 has not completed high school
- 61.9% of the population between the ages of 15 and 24 lacks post-secondary credentials
- 44.8% of 18 year olds did not graduate between the 2007/08 and 2009/10 academic school years
- 6.1% of the local youth (between ages of 15-24) are receiving income assistance (3<sup>rd</sup> highest percentage in BC)

The unemployment rate, especially among the youth population, in the Coast Mountain Region is very high and the level of education attained by this age group (15-24 year olds) is limiting their employment opportunities. The upcoming projects will do very little to alleviate the local unemployment situation unless the work force in the area is trained and given the skills necessary to apply for the upcoming jobs.

#### **Purpose**

As a representative of the mechanical contracting sector, working with such groups as CLRA ([www.clra-bc.com](http://www.clra-bc.com)) and MCA ([www.mcabc.org](http://www.mcabc.org)) our goal common goal is to meet the needs of industry and provide skilled labour for the major capital projects scheduled in the Kitimat-Terrace region. The ultimate purpose of our proposal is to train and to place as many of the unemployed young adults in Northwest BC into apprenticeship and/or meaningful employment ensuring that the local workforce will be able to meet the upcoming labour market needs. The training arm of the PIAB, the UA Piping Industry College of BC (qualified service provider as approved by both PCTIA and ITA), is in an ideal position to address both of these critical issues facing this region. The area is anticipating a severe skilled labour shortage with the looming industrial projects, while the local labour market suffers from unemployment and lacks skills to be able to take advantage of the projected labour opportunities. UAPICBC has programs which: will expose the youth in the region to trades careers in the piping industry through our exploratory program, will provide essential skills training to upgrade skills of all participants, and will offer pipe trades training in several piping trades disciplines which will be in high demand over the next 5-10 years. UAPICBC will also be able to supply training/apprenticeship and employment networks to the participants so their training will lead to meaningful lifelong employment. We plan to focus our training to Northwest BC specifically in the

areas of Kitimat, Terrace, Hazelton, and Prince Rupert, so as to assist in solving the skilled labour shortage anticipated in these areas over the next five to ten years.

**Applicant & Qualified Service Provider**

**Legal Name:** Piping Industry Apprenticeship Board  
**Operating/Trade Name:** UA Piping Industry College of BC

**Applicant**

The Piping Industry Apprenticeship Board (doing business as UAPICBC as a training provider) was incorporated under the Society Act in 1988 as a non-profit society. We are an industry based organization with a mandate to develop the skills of apprentices of the **pipefitting industry** (NAICS code 611510) as stated our Constitution. The Board is a joint Board of Directors with equal representation from both the United Association and Mechanical Contractors Association (union and non-union mechanical contractors). We have been active in the pipefitting industry for over 23 years and in keeping with our mandate, we have advanced the quality of pipe trades training in British Columbia. As a result, we have been instrumental in increasing the productivity of apprentices and journeypersons throughout the industry. Some of the recent initiatives that we have been involved in, include:

- advocating the development of high standards of training by participating in industry panels on course content/curriculum for various pipefitting apprenticeship courses
- supporting industry advocacy by sitting on committees and partnering with local Chambers of Commerce throughout British Columbia providing a trades' perspective for the purpose of meeting the needs of the business community
- developing and adapting course curriculum to address learning challenges of various groups. For example, we have partnered with PTP ASEP Training Society to address the math challenges faced by Aboriginal clients by adapting/developing course content. This has increased the capacity of Aboriginal people to enter the piping trades industries and to successfully complete their training/apprenticeships.
- promoting essential skills training in pipe trades training at a national level through our Essential Skills in Piping Program – we have developed course curriculum to incorporate learn to learn skills in existing courses and have promoted the value of essential skills at a national level by developing an informative, interactive website [www.esp.uapicbc.ca](http://www.esp.uapicbc.ca).
- promoting safety of workers on the jobsite through the PIAB board

Our expertise and experience in the pipefitting industry is immense and longstanding. With our large network of employers, member associations, training partners and our involvement on various advisory boards/committees, PIAB is committed to keeping ahead of industry changes/trends and is responsive to industry concerns and issues. PIAB has had a tremendous impact in directing the future of the pipefitting industry by adapting and developing the skills of apprentices in response to ever changing needs of the industry.

### **Training Provider**

The PIAB has also furthered its mandate of developing the skills of apprentices by operating training centres through its UAPICBC campuses, which provide certified pipe trades training to apprentices throughout British Columbia. We offer apprenticeship training and upgrading courses in Plumbing, Sprinklerfitting, Steamfitting, Welding, and Petroleum Equipment Installer/ Service Technician, as well as technology advancement training for Journeypersons in computers, management, and green technologies. We currently have two fully operational campuses and one satellite campus. Our main Campus is located on Annacis Island, Delta and our Branch Campus is located in Fort St. John. We recently inaugurated our Kitimat Satellite Campus in January 2012 (see collaborators below).

Our main campus in Delta includes our recently constructed (2007) 70,000 square foot state of the art training facility. The training centre was designed, constructed and equipped with up to date technology in all areas of the facility which includes: 10 classrooms, 6 labs, 1 mock-up area and a Welding Shop. The labs and shops areas consist of practical labs and trainers for all the required practical competencies needed to instruct our course offerings. Some of these include labs for Hyrdonics, Cross Connection Control, Sprinklerfitting, Water Entry, Gasfitting, specialty welding as well as flex areas used for a countless number of projects. We also house a Welding Area that has 36 state of the art welding booths containing extraction systems, lighting and ergonomic positioning systems. This facility has given our students the most up to date learning experience and has given them the opportunity to have hands on training on the latest technology.

UAPICBC is accredited by both the **ITA** (Industry Training Authority) and **PCTIA** (Private Career Training Institutions Agency). Our training programs, instructor qualifications and facilities fully meet the high quality standards as set out by these provincial agencies. Our instructors are highly experienced and have all completed their Red Seal Trades Designation and Instructor Certification. This supports our mandate to provide a quality learning experience for our students by constantly reviewing our programs to keep up with industry changes and developments. UAPICBC takes pride in the fact that we are a key contributor in the training of apprentices in this province and that we are instrumental in the success of the construction trades in light of advances in technical training and increased demands for productivity.

Recently, UAPICBC opened a satellite campus in Kitimat, BC where students can attend trades courses, while receiving ongoing support from their school and home community. This training centre affords students the chance to further their education, get placed into apprenticeships and gain meaningful employment in the construction sector. This training centre is one of the many projects the UAPICBC has undertaken to help marginalized groups who face barriers in accessing training opportunities

### **UAPICBC Experience & History with LMA Projects**

UAPICBC has several years of experience in delivering labour market partnership programs for Women and Aboriginal participants interested in pursuing a career in the piping trades. We have worked with the ITA (Industry Training Authority) in developing appropriate essential skills and programs for these particular target groups for the past three years. At the present time we are delivering labour market programs throughout BC which have been successful in placing participants from marginalized groups into apprenticeship and employment. UAPICBC has been very proactive in

addressing the challenges faced by these groups. Programs have been developed or modified to address the learning challenges faced by these participants. The co-ordinator, Kelly Sinclair has worked with this target group for the past twenty years and has had success in assisting youth in transition into apprenticeship and/or meaningful employment. (List of previous projects available upon request).

#### **UAPICBC Special Projects Management Team**

##### **Kelly Sinclair – Special Projects Co-Ordinator**

The coordinator for this project is Kelly Sinclair, who has worked at UAPICBC as our Special Projects Co-ordinator for the past five years. In that time he has managed several projects including our successful Labour Market Partnership Programs with the Industry Training Authority of BC. Kelly has successfully co-ordinated the training of over 300 participants in our Women in Trades and Aboriginal Trades Training initiatives over the past three years. He has also recently managed our successful Essential Skills Project Initiative funded by HRSDC which has advanced the promotion and delivery of essential skills in trades training ([www.esp.uapicbc.ca](http://www.esp.uapicbc.ca)). The successful outcomes of this project: increasing the essential skills of students trying to gain entry into an apprenticeship, increasing the essential skills of apprentices so they can successfully complete their programs, and increasing the essential skills of journeypersons so as to increase productivity and employment opportunities. Kelly has also been actively involved in a partnership with Pacific Trails Pipelines Aboriginal Skills Employment Partnership Training Society (PTP ASEP) in training their clients in preparation for the Pacific Trails Pipeline.

##### **Gordon Rogers, Rogers Consulting Inc. ([www.conresbc.ca](http://www.conresbc.ca))**

Gord has several years' experience designing and teaching essential skills and communication programs. He is a registered Engineering Technologist, ASCT, and is registered with the Society of Mediators and a recognized Civil Mediator in BC. Gord has been an invaluable asset to the Special Projects team in several capacities including, course development, essential skills delivery, student counselling, and day to day coordination of various projects.

##### **Kevin Jeffery**

Kevin Jeffery is our Kitimat Satellite campus co-ordinator. He has several years of experience in working with the various communities of Northwest BC, in the areas of skills enhancement and employment opportunities. With his vast network of contacts, Kevin will be co-ordinating and supporting the training and placement of all our program participants.

#### **Collaborators**

##### **Mount Elizabeth Secondary School – Kitimat**

UAPICBC has recently partnered with Mount Elizabeth Secondary, a public high school in Kitimat. They have agreed to assist us in providing our programs to the youth of the region. Mount Elizabeth Secondary has made a strong commitment to recruit participants through their network; students who have left school early, students who have graduated and have not found employment and are LMA

eligible, parent committees and other youth groups of the region. With deep roots in the community, the staff at Mount Elizabeth will be a valuable resource to our programs. They fully support our initiative and know of several participants who would greatly benefit from our training. They will be able to encourage students to enter our programs and will be able to offer counselling and support. UAPICBC will enter into a facilities rental agreement with Mount Elizabeth Secondary in order to provide the hands on portion of the piping trades programs at their facilities.

Statement of Reference provided by Mount Elizabeth Secondary:

***Mount Elizabeth Secondary School***

- <http://mountelizabeth.cmsd.bc.ca>
- Follow us on Twitter @messprincipal

*"Mount Elizabeth Secondary School first opened its doors in 1955. Enrollment at its greatest was approximately 1500. Today Mount Elizabeth enrolls 570 students in grades 8-12. Effective September 2012, Mount Elizabeth will run two schools under one roof: A middle school (7-9) and a grad school (10-12). Schools, such as Mount Elizabeth, that were built in the 50's are afforded with spaces that would unheard of today related to technology education spaces. Mount Elizabeth has two spacious metalwork rooms that are essentially double the size each of any space that would be designed for the same purpose if the school were being built today. In addition, Mount Elizabeth has an automotive shop and an automotive theory class. Given the luxury of these facilities Mount Elizabeth has the potential to support the endeavors of UAPICBC.*

*Both the Administration and teaching staff of Mount Elizabeth are supportive and excited about the relationship we have created with PIAB. The members of the Technology Education Department are a committed and hard working group of individuals who are extremely protective, and understandably so, of their work environment and equipment. They spend countless hours of their personal time to ensure the effective operation of equipment. Their support of this partnership is paramount to its success. It has been made clear to PIAB that the 9:00 a.m. – 3:00 p.m. operation of these facilities must come first. PIAB has been and continues to be supportive of this priority.*

*The Administration first entered into discussions regarding a partnership with UAPICBC in the Fall of 2010. We have partnered in projects that not only benefited individuals from the Pacific Northwest, but also students from Mount Elizabeth. Our first project was on a trial basis only and was a huge success. Since then we have not looked back. There has been a culture of mutual respect developed between UAPICBC and Mount Elizabeth. The potential for this partnership is endless. Mount Elizabeth has first class facilities and with the resources of UAPICBC, community members will benefit from quality trades training."*

**Kitimat Satellite Campus Partners**

As mentioned earlier, UAPICBC recently opened a Kitimat Satellite Campus which is an unprecedented co-operative effort amongst several construction trades' trainers. We currently have several trainer partners who collaboratively use the facility for training and also to provide information to the community on their respective trades. All of our partners have the common intent to fill the skill shortage of the region with local clients who have left school early or have not found employment.



### **CLRA & 225 affiliated Construction Companies**

As part of the PIAB board, CLRA (Construction Labour Relations Association) is another instrumental partner in our project which will give us access to upcoming jobs of all its affiliated British Columbia construction companies. It is very important to PIAB that the training of our participants leads to employment opportunities. This partnership will give us the ability to learn of upcoming jobs and will enable us to direct our students to potential employers.

### **PTPASEP Training Society & PRASEP**

UAPICBC has worked closely with PTP ASEP training society for the past two years in training PTP ASEP clients in anticipation of the Pacific Trails Pipeline project. UAPICBC has offered assessment services as well as essential skills training, and trades training to PTP ASEP clients. We are pleased to continue our partnership on this project. Active in the aboriginal communities in the Northwest, PTP ASEP will direct and counsel clients to our programs and will offer invaluable experience and assistance to our training staff. We are also currently providing training programs to the Prince Rupert Aboriginal Skills Employment Program. They also fully support our programs and have several clients who would benefit from the essential skills and exploratory trades training provided by UAPICBC.

### **Kitimat and Terrace Chambers of Commerce**

The Kitimat and Terrace Chambers of Commerce have been supporters of UAPICBC for many years. They will assist in marketing our programs and will provide UAPICBC with community contacts and employment opportunities for our clients. (see attached letter of support from Kitimat Chamber of Commerce).

### **Project Description**

UAPICBC, as an ITA/PCTIA certified and designated provider, will deliver Exploratory and Foundation programs to our clients in the Northwest. Our Foundation program will give participants certification for their Level 1 apprenticeship in their chosen discipline. UAPICBC is also able to offer training in Welding at its other campus locations. The programs we are able to offer are described in detail below:

#### **Exploratory Program**

This six week program was uniquely developed and is suited for those who wish to explore all the options available in the Piping Trades such as Plumbing, Steamfitting, Sprinklerfitting, Welding and Petroleum Equipment Installer/Service Technician. It provides a basic overview of each trade and gives the participant the knowledge and hands-on experience required in order to make their career choice within the Piping Trades. Participants at the end of this course are referred (after assessment and consultation) to either Foundation or to Technical training.

The first two weeks of this program of the piping trades training of the piping trades training will focus primarily on building a solid foundation in essential skills. Please see our website for more

information ([www.esp.uapicbc.ca](http://www.esp.uapicbc.ca)). The participants will be taught “learn to learn” skills and essential skills. These first two weeks are crucial and will greatly enhance the chances of a successful outcome. The trades that will be presented will focus on the piping skills that will be in high demand over the next several years in the Northwest. Guest speakers from our sector will be speaking to the students about the trade and future employment opportunities. Participants at the end of this course are referred (after assessment and consultation) to either Foundation or to Technical training/Apprenticeship. The foundation course or technical training which will include welding, will be delivered by UAPICBC, who are qualified to give those who complete the program successfully credentials as directed by the ITA to move forward into a recognized apprenticeship. The course outline follows:

#### **Proposed Schedule**

Week 1 – Essential Skills  
Week 2 – Essential Skills  
Week 3 – Safety Training  
Week 4 – Plumbing  
Week 5 – Steamfitting & Sprinklerfitting  
Week 6 - Welding & Petroleum Equipment Installer/Service Technician

At the end of week 6, the client will be assessed and will move into a formalized apprenticeship program that best suits their abilities and needs. The apprenticeship programs that will be offered:

#### **Foundation**

Clients who require further exploratory programming, will take the Level One Foundation program. This is an 18 week program which explores the various Piping Trades disciplines in depth. At the end of this program, the client will achieve their Level 1 certification in Plumbing Level 1, Steamfitting Level 1 or Sprinklerfitting Level 1. This program exposes the participant to the various disciplines and prepares them for an apprenticeship with Level 1 practical and technical training with the necessary safety training. The program also provides an overview of the Piping industry and the appropriate skills required to complete their apprenticeship. This course has been blended with essential skills training which relate to the trades. Labour market opportunities are explored with the participants, giving them the ability to make an informed decision as to which trade they wish to pursue. At the end of this course, clients will have achieved their Level 1 in technical training in either, Plumbing, Steamfitting or Sprinklerfitting. If they are successful in the course, their name is presented to the joint board of the Piping Industry Apprenticeship Board for acceptance as an apprentice. Our success rate for those who have attended this course since its inception at the UAPICBC is at 95% which is well above the national average for successful completion of technical training. If accepted, the client becomes a fully sponsored apprentice. They are then referred to our Placement Coordinator to review labour market opportunities and onto employment. Based on assessment results, clients may move directly into Welding after the exploratory program.

#### **Welding Level C**

Welding C level certification permits the welder to weld in the construction and metal working industries. Training is given in the use of stationary and portable power tools common to the trade, as well as practical experience on construction welding projects. Students learn to apply knowledge of

metals and welding processes and solve problems in the welding industry. Students receive up-to-date techniques and processes in cutting, joining and welding of metals used in the industry today. Graduates receive provincial recognition and automatic credit towards the apprenticeship program certificates. C level welding certificate is recognized for the apprenticeship program and is part of the Red Seal Inter-Provincial certification process. C level welding is an entry level program intended to gain employment access to the welding trade. At the completion of this program, clients will be referred to our Placement Coordinator to review labour market opportunities and employment options.

### **Marketing**

There are no programs currently offered in the area that address trades specific essential skills components required for success, the piping trades training components, as well as the network of partners who can assist in placing the participants into meaningful employment and/or apprenticeship. Our experience in training delivery, our established partner network and our excellent reputation within the community will attract clients in the Northwest to our programs.

The marketing of our programs will be conducted by the UAPICBC with the assistance of our collaborators. Mount Elizabeth Secondary will refer former or graduating students and has agreed to recruit for our program by contacting former students and students who may have dropped out. UAPICBC will be placing ads in several papers in the region (Kitimat, Terrace, Hazelton, Prince Rupert) and will be conducting presentations at the Kitimat and Terrace Chambers of Commerce outlining the program and its benefits.

### **Measurable Results**

UAPICBC hopes to enhance the essential skills and capacity of participants to enter an apprenticeship of their choice and to possibly find a piping trade that interests them, leading them to employment opportunities. At the end of our programs, the following outcome(s) could include:

- Safety certification: WHMIS, H<sub>2</sub>S Alive, CSDSC
- Job shadowing in piping trade of their choice
- Pre-apprenticeship training with trade of their choice - Exploratory & Foundation level training
- Technical training towards Level 1 Apprenticeship in either Plumbing, Steamfitting or Sprinklerfitting through the Foundation Course
- Welding Level C at either the Delta or Fort St. John Campus
- sponsored apprenticeship and placement with one of our partner's affiliated member contractors. Our partner CLR has over 225 affiliated construction contractors and our partnership gives us direct access to information and to jobs on all upcoming projects in their province wide jurisdiction
- employment

Our results will be measured by following our participants and tracking their progress and outcomes. All UAPICBC programs are accredited by PCTIA and ITA and in keeping with their guidelines, monitoring of attendance and progress occurs on a regular basis throughout the program. Employability is the ultimate result and we believe this program will give the participants the skills,

knowledge and contacts necessary to achieve this result.

**Duration (all projects must be completed by March 31, 2014)**

Our projected timeline is as follows. There will be two intakes of our Exploratory program and three intakes of the Foundation program

**UA PIPING INDUSTRY COLLEGE OF BC  
PROPOSED PROGRAM TIMELINE\***

June/July 2012	Marketing and recruiting, presentations at Kitimat Chamber of Commerce & Mount Elizabeth Highschool and advertising in local newspapers
June/July 2012	1 <sup>st</sup> Intake of Exploratory Program
July to September 2012	Assessments, touchback and placements of 1 <sup>st</sup> intake participants into training, recruiting for Foundation
Oct. 1 2012 to February 8, 2013	1st Intake of Foundation Program
Jan. 7, 2013 to Feb. 15, 2013	2 <sup>nd</sup> Intake of Exploratory Program
Feb 2013	Placement of exiting participants into further training, recruit for next intake(s)
Feb 19, 2013 to June 28, 2013	2nd Intake of Foundation Program
July/August 2013	Assessments, touchback and placement of participants into further training, recruit for final intake
Oct 7, 2013 to Feb 21, 2014	3 <sup>rd</sup> Intake of Foundation Program
Jan. to Mar 31, 2014	Completion of all training programs before March 31, 2014

**\*tentative dates – training dates may change due to scheduling changes. A detailed training schedule will be submitted prior to the start of training.**

**All activities, including any final reporting and accounting, must be completed by March 31, 2014.**

**Reporting Requirements**

As UAPICBC is currently delivering two LMA programs (Women in Trades and Aboriginal Trades Initiative programs in partnership with the Industry Training Authority of BC), our staff is already experienced in the reporting requirements associated with labour market programs. As this is our third consecutive year delivering Labour Market programs, we have established procedures in place which take into account all the required reporting. UAPICBC staff is knowledgeable in program eligibility requirements and intake/exit procedures and forms. Monthly Activity Reports (MAR) are currently prepared by our staff and our accounting department has procedures in place to track all relevant participant and project expenses from which the relevant financial reports are prepared.

All procedures currently in place would be extended to this program in order to accurately satisfy all reporting requirements.

**Conclusion:**

The Piping Industry Apprenticeship Board with our partner board member, CLRA, is attempting to address the skilled labour shortage anticipated in the construction sector in Northwest BC. Our partner employers are in need of a skilled workforce so as to be competitive and create as many economic opportunities for our province as possible. Our remedy to the problems facing Northwest BC is to make sure that LMA eligible participants are given options to select meaningful employment, to solve the future labour market needs of the area and to help the community get the skills it needs to complete the projects on the horizon. The PIAB and its 225 partnered companies are strategically placed to maximize the opportunities available. The target group and the partners in this proposal are local BC companies and local residents of our province. It is imperative that we train and employ people in the existing communities and thus maximize local opportunities and growth. This will maximize the economic development within the community and will benefit the area for years to come. At this time we have an unprecedented opportunity to enhance the ability of the construction sector in Northwest BC with your assistance.

**References:**

- 1 [www.kitimat.ca/EN/main/business/invest-in-kitimat/major-projects.html](http://www.kitimat.ca/EN/main/business/invest-in-kitimat/major-projects.html)
- 2 District of Kitimat Community Profile
- 3 [www.bc.stats.gov.bc](http://www.bc.stats.gov.bc)

### C. Funding Request

See Appendix A-1 for more information about eligible costs

Eligible Costs	Amount Requested																
Training Purchase Costs (Qualified Service Provider) • Exploratory Program delivered by UAPICBC - • \$2300 per participant + HST (2 intakes of 12)	\$ 61,824																
Piping apprenticeship certification programs *	\$ 223,220																
<table><tr><td></td><td>Cost per participant</td><td>Number of clients</td><td>Total Cost</td></tr><tr><td>Foundation</td><td>6,100</td><td>35</td><td>213,500</td></tr><tr><td>Welding C**</td><td>4,860</td><td>2</td><td>9,720</td></tr><tr><td></td><td></td><td></td><td>223,220</td></tr></table>		Cost per participant	Number of clients	Total Cost	Foundation	6,100	35	213,500	Welding C**	4,860	2	9,720				223,220	
	Cost per participant	Number of clients	Total Cost														
Foundation	6,100	35	213,500														
Welding C**	4,860	2	9,720														
			223,220														
Staff Wages (direct project delivery) •Co-Ordinator Wages - 21 months	\$ 85,720																
Travel (direct project delivery) •Co-Ordinator mileage	\$ 7,000																
Materials/Supplies (direct project delivery)	\$ 3,500																
Marketing/Printing/Communication	\$ 4,000																
Rent/Utilities (directly required for Service Delivery)																	
Other Costs (specify)																	
Training Sub-total	\$ 385,264																
Participant Costs (specify) • Participant travel to Class/Shop Time – (\$25/week) • Meal Allowance (\$10.00 daily Overwaitea gift card)	\$ 68,996																
Participant Sub-Total	\$ 68,996																
Administration Allowance (10% of combined Training Sub-Total and Participant Sub-Total)	\$ 45,426																
TOTAL REQUEST (Maximum \$500,000)	\$ 499,686																

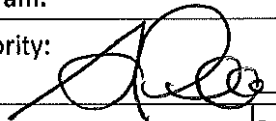
#### D. Certification by Applicant and Agreement

On behalf of the above named applicant ("Applicant"), I hereby certify that I have read, understand and agree to abide by the conditions of the Program Information for the Labour Market Sector Solutions Program ("LMSS Program") as well as each of the following requirements, which I acknowledge must be met and maintained by the Applicant in order to be, and remain, eligible for funding:

- The Applicant would not otherwise undertake this training without financial assistance from the Province of British Columbia, Ministry of Jobs, Tourism and Innovation (the "Province") provided under the LMSS Program.
- The Applicant must provide the Province with completed Participant Intake Forms for each individual who participates in training under the LMSS Program ("Participant") by no later than 30 days following the start of the Participant's training. The Applicant must also provide completed Participant Exit Forms for each Participant by no later than 30 days following the completion of the Participant's training.
- Any funding provided as a result of this application must be applied only to the item(s) approved as part of this application. Any funds not so applied or any funds not used for approved purposes must be promptly repaid by the Applicant to the Province.
- Funding is subject to audit and verification by the Province. Receipts and/or proof of expenditure records must be kept and made available for review for a minimum of seven (7) years.

I, the undersigned, hereby certify that all of the information provided on behalf of the Applicant is true and complete to the best of my knowledge and belief. By signing below, on behalf of the Applicant, I certify, agree and commit that the Applicant does and will continue to comply with the above and any other terms and conditions relating to the LMSS Program.

Signature of Authorized Signing Authority:



Print Name and Title:

A.D. (Al) Phillips  
Executive Director of Training & Apprenticeship

Date: (YYYY / MM / DD)

2012/01/29

The deadline for applications is Tuesday January 31, 2012, 4:30 pm Pacific Time ("Closing Time").

Individual sector organizations can submit only one application.

An application is not a guarantee of funding. The Province reserves the right to consider and make funding decisions based on overall considerations of geographic representation and sector distribution. Priority may be given to sectors identified in the [Canada Starts Here: The BC Jobs Plan](#).

This Application Form must be submitted by e-mail or facsimile or delivered by hand or courier, by no later than the Closing Time, to:

Partnerships and Productivity Unit  
Ministry of Jobs, Tourism and Innovation

**E-mail:** [LabourMarketPartnerships@gov.bc.ca](mailto:LabourMarketPartnerships@gov.bc.ca)

**Courier or Hand Delivery:**

4<sup>th</sup> Floor 835 Humboldt Street  
Victoria, BC V8V 4W8

**Facsimile:** 250-387-4788

Information collected in this application form is collected under the authority of Section 26(c) of the *Freedom of Information and Protection of Privacy Act* and is subject to all of the provisions of that Act. The information collected will be used for the administration of the Canada/BC Labour Market Agreement program for which you have applied. If you have any questions concerning the collection, use or disclosure of this information, please contact the Director of the Canada/BC Labour Market Agreement at (250) 952-0642.

## Application Form - Appendix A-1 Eligible Costs

Eligible project costs are limited to the following categories:

**Administration Allowance (10% - to be included within Maximum Funding Amount)** – the Contractor's reasonable costs to administer their contract with the Province and their contract with a Qualified Service Provider. Administrative costs are related to the organization as a whole as opposed to expenses related to the delivery of services/activities to Participants. Contractors are able to use the administration allowance to defray costs such as general management costs. Examples include: costs of general services (such as accounting) and the salaries of employees not directly involved in Participant related activities.

**Direct Service Delivery Costs** – the reasonable expenses incurred by the Applicant, including those charged by a Qualified Service Provider, in delivering services to Participants, directly identifiable with project activities. Examples include:

- Staff wages and mandatory employment-related costs;
- Materials and supplies;
- Participant recruitment/marketing costs;
- Training purchase costs (e.g., tuition, registration fees, and purchase of training services from a Qualified Service Provider); and
- Other training related costs (e.g., books, manuals, and/or other study materials necessary for Participants to complete the training).

**Participant Costs** – targeted supports such as travel/transportation costs related to Participant travel to attend training.

Ineligible project costs include, but are not limited to, costs associated with:

- Infrastructure development or enhancement ("bricks-and-mortar" or organizational);
- IT systems development;
- Capital items such as equipment and furniture.



**Schedule "I"**  
**Criminal Records Check**

1. In this Schedule, the following definitions will apply:
  - (a) **"Act"** means the *Criminal Records Review Act*, R.S.B.C. 1996, c. 86, as may be amended from time to time;
  - (b) **"Certified Criminal Record Check"** means the results in writing of a search conducted and certified by the Royal Canadian Mounted Police of all relevant information accessible by the Royal Canadian Mounted Police for a Criminal Record for an individual using the individual's fingerprints;
  - (c) **"Conviction"** has the meaning given to that term in section 1 of the Act;
  - (d) **"Criminal Code"** means the *Criminal Code*, R.S.C. 1985, c. C-46, as may be amended from time to time;
  - (e) **"Criminal Record"** means an Outstanding Charge or a Conviction for an Offence;
  - (f) **"Criminal Record Check"** means the results in writing of a search by a Local Police Agency or an Equivalent Organization of all relevant information accessible by the Local Police Agency or the Equivalent Organization, as applicable, for a Criminal Record for an individual;
  - (g) **"Employee"** means any person that is the Contractor's employee, contractor, officer, director, agent, volunteer or subcontractor, or an employee, contractor, officer, director, agent or volunteer of a subcontractor of the Contractor;
  - (h) **"Equivalent Organization"** means an organization approved in advance by the Province that has the ability to obtain a criminal record check that is equivalent to a Criminal Record Check obtained by any Local Police Agency;
  - (i) **"Local Police Agency"** means a police agency, department, detachment, force, office or service responsible for policing in a municipality, town, district, village, city, county, region or other geographic area;
  - (j) **"Offence"** means an Offence (Canadian) or an Offence (Foreign);
  - (k) **"Offence (Canadian)"** means an offence under a provision of the Criminal Code and includes a predecessor to that provision;
  - (l) **"Offence (Foreign)"** means an offence in a jurisdiction outside Canada that is similar to an Offence (Canadian);
  - (m) **"Outstanding Charge"** means a charge or an application to a court with respect to an Offence, for which an information has been sworn or an application to a court has been made that has not yet resulted in a conviction, acquittal or order by a court;
  - (n) **"Relevant Offence"** has the meaning given to that term in section 1 of the Act; and
  - (o) **"Services Team"** means the Employee(s) the Contractor employs or retains to provide the Services.
2. Each year during the Term, the Contractor must obtain, at the Contractor's expense (but which expense will be considered to be an eligible expense relating to the Contractor's provision of the Services), a Criminal Record Check for any Employee having contact with any individual in connection with providing Services:
  - (a) before the Employee has any contact with any individual in connection with providing Services;
  - (b) any time the Contractor becomes aware that the Employee has an Outstanding Charge

for, or has been convicted of, an Offence; and

- (c) any time the Employee changes employment positions.
3. If the information in a Criminal Record Check discloses that an Employee has or may have a Criminal Record, the Contractor must obtain, at the Contractor's expense (but which expense will be considered to be an eligible expense relating to the Contractor's provision of the Services), a Certified Criminal Record Check for the Employee.
  4. The Province may exempt the Contractor, with respect to any Employee, from the requirements:
    - (a) in subsection 2 (a), if the Contractor has on record for the Employee:
      - (i) a Criminal Record Check obtained in the twelve (12) months immediately before the relevant date; or
      - (ii) a Criminal Record Check obtained after March 31, 2011, pursuant to the Act for the Employee to undertake employment involving "work with vulnerable adults", as that term is defined in that Act; and
    - (b) in section 3, if the Contractor has on record for the Employee a Certified Criminal Record Check obtained in the twelve (12) months immediately before the relevant date.
  5. If a Criminal Record Check or Certified Criminal Record Check for any Employee who has contact with any individual in connection with providing Services discloses an Outstanding Charge relating to, or a Conviction for, a Relevant Offence, the Contractor must determine whether the Employee presents a risk of physical, mental, emotional or sexual abuse to any individual.
  6. In making a determination under sections 5 above, the Contractor must consider the following:
    - (a) whether the behaviour associated with the applicable Offence or alleged Offence, would, if repeated, pose a threat of physical, mental, emotional or sexual abuse to any individual;
    - (b) the circumstances of the applicable Offence or alleged Offence, including the age of the Employee at the time of that Offence and the existence of any extenuating circumstances; and
    - (c) any other factors that the Contractor considers relevant including, without limitation, the time elapsed since the occurrence of the applicable Offence or alleged Offence, subsequent actions of the Employee, the likelihood of the Employee repeating a similar kind of behaviour and any attempts at rehabilitation.
  7. If the Contractor determines pursuant to section 5 that an Employee presents a risk of physical, mental, emotional or sexual abuse to any individual, the Contractor must immediately remove the Employee from the Services Team.
  8. The Contractor must forthwith provide to the Province any Employee's Criminal Record Check described in section 2 or, if applicable, Certified Criminal Record Check described in section 3:
    - (a) upon the Province's request; or
    - (b) upon the Contractor's receipt of the Criminal Record Check or the Certified Criminal Record Check if the Criminal Record Check or the Certified Criminal Record Check is for

an Employee described in sub-section 2 (a) and discloses an Outstanding Charge relating to a Relevant Offence, or a Conviction for a Relevant Offence.

9. Based on an Employee's Criminal Record Check or Certified Criminal Record Check, the Province may, in the Province's sole discretion, request that the Contractor immediately remove the Employee from the Services Team and the Contractor will comply with such request.
10. If the Contractor fails to:
  - (a) obtain for an Employee:
    - (i) a Criminal Record Check pursuant to section 2; or,
    - (ii) a Certified Criminal Record Check pursuant to section 3; or
  - (b) provide the Province an Employee's Criminal Record Check or Certified Criminal Record Check pursuant to section 8,then, in addition to any other remedy available to the Province under this Agreement, the Province may, in the Province's sole discretion, request that the Contractor immediately remove the Employee from the Services Team and the Contractor will comply with such request.
11. The Contractor's obligations described in this Schedule are in addition to and not in place of any other of the Contractor's obligations contained elsewhere in this Agreement.