



February 28, 2014

John Les

s.22

Dear Mr. Les:

Enclosed please find two copies of the contract for your services, to consult and provide recommendations to the British Columbia government to prepare for and respond to a catastrophic seismic event. Please review and sign both copies and return to Patrick Quealey, Assistant Deputy Minister, Emergency Management BC, at your earliest convenience. If you have any questions regarding the deliverables, please contact Cameron Lewis, Project Manager, at 250 952-5040.

I've also include a binder of background materials in preparation for our meeting March 10th in Vancouver. I look forward to seeing you then.

Sincerely,

Lori Wanamaker, FCA
Deputy Solicitor General

Enclosures



Ministry Contract Award Review and Approval Process

Branch: EMBC

CLIFF: 499962

Contractor: John Les

Total Value: \$100,000.00

STOB: 60

X New Contract

April 1, December 31, 2014

Review Comments:

- 206 – Direct Award – Urgent Requirement
- Contract request is required to provide a co-chair for a public review of the catastrophic event preparedness and response in British Columbia,
- The overall goal of the emergency management public review is to provide recommendations for improving the ability of BC to prepare for and respond to a catastrophic seismic event,
- Information gathering to be completed by July 2014 followed by s.13

Approval: X Yes

☐ No

Reviewed By:

Dana Daynard

DATE February 28, 2014

Colin Bulmer, Manager, Procurement

Date

David Hoadley, Executive Director & CFO

Date

Ministry of Justice

Finance and Administration Division
Management Services Branch

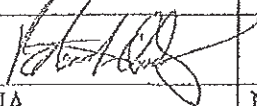
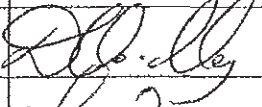
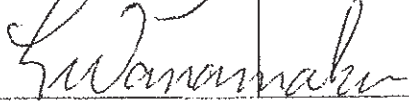
Mailing Address:
PO Box 9256 STN PROV
GOVT
Victoria BC V8W 9J4

Location:
5th Floor – 910 Government St.
Victoria BC

**Ministry of Justice
All STOBs (60/61, 63)
Contract Approval Request 2014-2015**

Branch:	Emergency Management BC	Cliff #:	499962
Contractor Name:	John Les	Contract #:	JAGEMBC1415762008
Original contract aggregate (A):	\$ 100,000	IM/IT Contract ?	N
Sum of previous amendments (B):	\$	STOB	6001 RC
Amendment value (C):	\$	Amendment #	15762 SL 12200
Contract Aggregate (A+B+C):	\$	Branch budget for this STOB	\$ 3,000,000
FY 14/15 estimated spending	\$ 100,000	Daily rate:	\$ 1,000
FY 13/14 actual spent	\$	PGO AIT Exclusion Code #	100
Original Contract Term		PGO PO Class/Description	C
Amendment Term (for the current amendment only)		From: April 1, 2014	To: Dec 31 / 14
Description of services required:		From:	To:
<p>John Les will co chair a public review of the catastrophic event preparedness and response in British Columbia</p> <p>The overall goal of the emergency management public review is to provide recommendations for improving the ability of British Columbia to prepare for and respond to a catastrophic seismic event.</p>			
If required to fulfill legal or formal provincial commitment please indicate:	The public review will be announced publicly in the second week of March		
Date/type of last competitive process:	none		
Procurement Code to be used and explanation if not policy compliant:	Direct Award		
Why could staff resources or other ministries in government not fill this need?			
Lack of resources equivalent expertise in other ministries in government			
Implications if not approved:			
In ability to meet government's public commitment to conduct the public review.			

Approvals:

	Name	Signature	Date
Expense Authority	Patrick Quealey		
Branch ADM (or equivalent)	Patrick Quealey		
CIO ISB (for IM/IT contracts only; delete if N/A)	Bobbi Sadler	NA	NA
CFO	David Hoadley		Feb 28 / 14
Deputy Minister/	Lori Wanamaker/		March 5 / 14

DESCRIPTION OF CONTRACT SELECTION PROCESSES (see CPPM 6.3.3)

☒ Confirm services not available through a Corporate Supply Arrangement (CSA)

<input type="checkbox"/>	SELECTED FROM PRE-QUALIFICATION LIST - RFQ # _____ RSA # _____
<input type="checkbox"/>	REQUEST FOR PROPOSAL - Posting to BC Bid required if contract value is \$75,000 or over
<input type="checkbox"/>	INVITATION TO QUOTE - Posting to BC Bid required if contract value is \$75,000 or over
<input type="checkbox"/>	AT LEAST THREE (3) WRITTEN/VERBAL QUOTES OBTAINED (applies to contracts valued at less than \$75,000)
<input type="checkbox"/>	NOTICE OF INTENT to DIRECT AWARD; advisable under \$50K, mandatory over \$50K
<input checked="" type="checkbox"/>	DIRECT AWARD (Direct Award Justification form also required)

Frequently Used Procurement Process Code Descriptions (PGO - Procurement Process)

- | | |
|---|---|
| 100 - Open Competitive Process | 208 - Direct Award - Transfer Payments (Financial Assistance) |
| 200 - Direct Award - Public sector organization | 209 - Direct Award - Transfer Payments (Shared Costs or Public Private Partnership) |
| 201 - Direct Award - Sole source | 300 - Direct Invitation to selected vendors |
| 202 - Direct Award - Emergency | 400 - Selected vendor from pre-qualification list |
| 203 - Direct Award - Security, order etc. | 401 - Competition among vendors on a pre-qualification list |
| 204 - Direct Award - Confidentiality | 500 - Purchase from a Corporate Supply Arrangement |
| 205 - Direct Award - Notice of Intent | 600 - Other purchase process |
| 206 - Direct Award - Urgent requirement* | 601 - Other - Continuing Agreements |
| 207 - Direct Award - Under \$25K* | |

*These should only be used when appropriate, i.e. all contracts should be competed to the extent reasonable & cost effective.

Frequently Used PGO AIT Exclusion List Code Descriptions

- | | |
|---|---|
| 100 - Purchase subject to AIT/TILMA | 500 - Excluded - Security, order, etc. |
| 200 - Purchase below applicable AIT/TILMA threshold | 600 - Excluded - Product compatibility/exclusive rights |
| 300 - Purchase of an exempted commodity/service | 700 - Excluded - Procurement of prototype |
| 400 - Excluded - Emergency | 800 - Excluded - Regional/Economic development |

In most instances AIT codes 100, 200 and 300 will be used, as follows:

- If the contract value is \$100,000 or more, purchase is subject to AIT/TILMA - use code 100.
- If the contract value is under \$100,000 purchase is below applicable AIT/TILMA threshold - use code 200.
- Regardless of the contract value, if the contract provides social services and Third Party Administration to third parties (ministry clients), the services are exempt from AIT/TILMA coverage - use code 300.

Frequently Used PGO PO Class/Description

- | | | | |
|-----|--------------------------------------|------|---|
| A | Transfers Under Agreement | LPO | Library Purchase Order |
| BE | Business Expense Approval | O | Other Commitment Document |
| C | Contracts and Letters of Agreement | PC | Purchase Card |
| CA | Continuing Agreement | POSO | Purchase Order on a Standing Offer |
| CSA | Corporate Supply Arrangement | PU | Purchase Order (Purchasing Services Branch) |
| E | Entitlements | QP | Queen's Printer Requisition |
| EPO | Emergency Purchase Order | R | Requisition (Purchasing Services Branch) |
| F | Forecast - Creates a soft commitment | SO | Standing Offer (Ministry) |
| G | Transfers - Grants | | |

Use "C" when services are provided directly to government. Use "A" when the services are provided to a third party (Ministry clients) rather than directly to government (Third Party Administration).

DIRECT AWARD JUSTIFICATION

Contracts may be negotiated and directly awarded without a competitive process only where an exceptional condition applies (see *CCPM 6.3.3.a*).

The contract manager is responsible for documenting, in the contract file, the rationale, or the circumstances, that supports the use of one of the below exceptions.

This document must be included in the contract file and be available when requested.

CONTRACTOR NAME	John Les	ORIGINAL CONTRACT VALUE	\$ 100,000
AMENDMENT?	YES NO	TOTAL AMENDED VALUE	\$
		ORIGINAL TERM	April 1, 2014 – December 31, 20145
SERVICES PROVIDED	Consulting	AMENDED TERM	

<input checked="" type="checkbox"/>	CHOOSE ONE PROCUREMENT PROCESS CODE THAT BEST APPLIES TO THIS DIRECT AWARD EXCEPTION
<input type="checkbox"/>	200 – PUBLIC SECTOR ORGANIZATION The contract is with another government body
<input type="checkbox"/>	201 – SOLE SOURCE The ministry can strictly prove that only one contractor is qualified to provide the good or service
<input type="checkbox"/>	202 – EMERGENCY Unforeseeable emergency exists and the goods services or construction could not be obtained in time through a competitive process
<input type="checkbox"/>	203 – SECURITY, ORDER, ETC A competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health
<input type="checkbox"/>	204 – CONFIDENTIALITY The acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to public interest
<input type="checkbox"/>	205 – NOTICE OF INTENT Posted on BC Bid when a contract for goods more than \$25k or services/construction more than \$50k is to be directly awarded on the basis that there is only one vendor that can provide the service required, but cannot be strictly proven by the Ministry (CCPM 6.3.2.c.7)
<input checked="" type="checkbox"/>	206 – URGENT REQUIREMENT An urgent requirement that does not meet any of the Direct Award criteria
<input type="checkbox"/>	207 – UNDER \$25,000 Award has been made for less than \$25k, and does not fall under 200 or 204 *NOTE: Although an allowable Procurement Process Code, Contract Managers are responsible to justify why it is not reasonable to compete. Under \$25K is not an acceptable rationale to DA, without a justifiable explanation i.e. the cost/benefit to procure for the services is not justified. At minimum we should obtain 3 quotes either formally through written correspondence, or informally via phone call
STOB 80 contract or agreement that is directly awarded in accordance with CCPM 4.3.14.9	
<input type="checkbox"/>	208 – TRANSFER PAYMENTS (FINANCIAL ASSISTANCE) To provide financial assistance to a specified targeted group or population
<input type="checkbox"/>	209 – TRANSFER PAYMENTS (COMPETITIVE SELECTION PROCESS NOT APPROPRIATE) Where it involves a shared-cost agreement or a public private partnership, for which a competitive process is not appropriate

JUSTIFICATION FOR PROCUREMENT PROCESS CODES 200, 201, 202, 203, 204, 206, 208, 209 – Please provide background, rationale and a detailed description or documentation of how the contract qualifies for the above selected exception. Please explain why this is the case for this contract. PLEASE NOTE: THE EXPLANATION THAT YOU PROVIDE BELOW WILL BE USED FOR FOI RELEASES AND MINISTER'S REQUESTS. (Attach additional page as needed)

The contractor identified will co chair a consultation of emergency preparedness and response in British Columbia. The terms of reference of the consultation are included below, and require an announcement of the team be made public in the second week of March. Due to the short timelines involved, a direct award to the contractor is required.

Terms of Reference:

Purpose:

The goal of this consultation is to provide recommendations, through discussion with key stakeholders, on improving the ability of British Columbians to prepare for and respond to a catastrophic seismic event.

Guiding Considerations:

Guiding considerations in the development of recommendations will include:

- Overall public safety impact
- Affordability
- Practicality (e.g. implementation requirements, ability of partners to participate, timelines, etc.)

Scope:

This emergency management consultation regarding catastrophic seismic events will directly involve all levels of government.

The Province will also seek the input and engagement of additional stakeholders, including: individuals and families, the media, business, local authorities including First Nations, adjoining provincial, federal and state jurisdictions, as well as non-governmental organizations.

Community consultation activities will focus on those regions at highest risk from seismic events.

Key Topics Within Scope:

- Roles and responsibilities of all levels of government to plan for and respond to catastrophic seismic events – To determine if the roles and responsibilities are clearly set out and understood by all levels of government, and if necessary, to recommend methods to improve clarity and understanding.
- Roles of individuals and families – To gauge the preparedness of individuals and families for catastrophic events (e.g. family plans, earthquake kits, insurance, etc.) and recommend approaches to improving individual and family preparedness as required.
- Risk assessment processes – To identify, in consultation with stakeholders, key issues and opportunities with respect to risk assessment processes relevant to catastrophic seismic events and provide improvement recommendations as appropriate.
- Response planning for catastrophic seismic events – To identify, in consultation with stakeholders, key issues and opportunities with respect to response plans, capacities, and processes, and provide improvement recommendations as required.

- Response capacity – To identify, in consultation with stakeholders, key issues and opportunities with respect to response capacity and provide improvement recommendations as appropriate (e.g. targeted investments within British Columbia, mutual aid arrangements with other jurisdictions, etc.).
- Mitigation strategies for catastrophic seismic events – To identify, in consultation with stakeholders, key issues and opportunities with respect to mitigation strategies and provide improvement recommendations as appropriate.
- Coordination structures – To identify, in consultation with stakeholders, key issues and opportunities with respect to existing coordination structures for response to catastrophic events and provide improvement recommendations as appropriate.
- Technical emergency communications and warning systems – To identify, in consultation with stakeholders, key issues and opportunities with respect to emergency management technical communications and warning systems and provide improvement recommendations as appropriate.
- Public Communications – To identify, in consultation with stakeholders, key issues and opportunities with respect to public communications before, during, and after a catastrophic seismic event and provide improvement recommendations as appropriate.
- Training and exercising programs - To identify, in consultation with stakeholders, key issues and opportunities with respect to training and exercising for response to catastrophic events, and provide improvement recommendations as appropriate.
- Volunteers - To identify, in consultation with stakeholders, key issues and opportunities with respect to the utilization of volunteers in response to a catastrophic seismic event and provide improvement recommendations as appropriate.

Timelines:

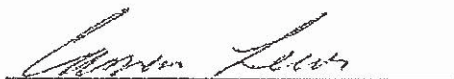
- Announcement of the public review, including the TOR, and co-chairs by March 15, 2014
- Information gathering completed by July 31, 2014
- Discussion paper or workshop presentation at the UBCM Convention (if requested)


s.13

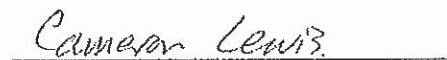
JUSTIFICATION FOR PROCUREMENT PROCESS CODE 207 – Any service or construction opportunity, or supply arrangement for the supply of service or construction, with an estimated value of less than \$25,000 should be competed to the extent reasonable and cost effective i.e. solicit three quotes from possible vendors, RFP or ITQ. (CPPM 6.3.2)

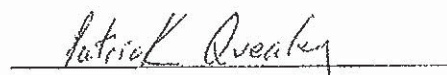
If this contract has not been competed to the extent reasonable and cost effective Contract Managers are responsible to justify why it is not reasonable to compete. Please explain why this is the case for this contract. Provide background, rationale and a detailed description or documentation of how the contract qualifies for the above selected exception. PLEASE NOTE: THE EXPLANATION THAT YOU PROVIDE BELOW WILL BE USED FOR FOI RELEASES AND MINISTER'S REQUESTS. (Attach additional page as needed)

NA


Contract Manager Signature


ADM Approval Signature


Print Name


Print Name

July 11, 2012

Page 4

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: JAGEMBC1415762008

Requisition No.: _____

Solicitation No.(if applicable): _____

Commodity Code: _____

Contractor Information

Supplier Name: John Les

Supplier No.: 2515530

Telephone No.:

E-mail Address:

Website

Financial Information

Client: 105

Responsibility Centre: 15762

Service Line: 12200

STOB: 6001

Project: 1505332

Template version: December 1, 2013

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SCHEDULE A -- SERVICES

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

SCHEDULE B -- FEES AND EXPENSES

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

SCHEDULE C -- APPROVED SUBCONTRACTOR(S)

SCHEDULE D -- INSURANCE

SCHEDULE E -- PRIVACY PROTECTION SCHEDULE

SCHEDULE F -- ADDITIONAL TERMS

SCHEDULE G -- SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 1st day of April, 2014.

BETWEEN:

John Les (the "Contractor") with the following specified address and fax number:

s.22

AND:

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

PO BOX 9201
Stn. Prov. Govt.
Victoria BC
V8W 9J1
Facsimile: 250 952-4871

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

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

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account,

invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect

to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

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

- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

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

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

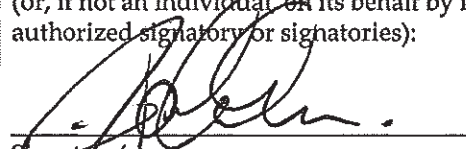

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>10</u> day of <u>MARCH</u>, 20<u>14</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>JOHN LES.</u> _____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the <u>10th</u> day of <u>March</u>, 20<u>14</u> on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Patrick Quesley</u> _____ Print Name</p> <p><u>ANM EMBC</u> _____ Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on April 1, 2014 and ends on December 31, 2014.

PART 2. SERVICES:

Outputs

The Contractor must:

- Develop recommendations for review by government, regarding improving the ability of British Columbians to prepare for and respond to a catastrophic seismic event based on consultations with stakeholders, per the Terms of Reference (Appendix 1). Specific recommendations and the report containing these recommendations, will be developed in consultation with provincial representatives, and will be consistent with the Terms of Reference (Appendix 1) for this project.
- In conjunction with Ministry staff (as appropriate), develop a report summarizing the consultations conducted, the key issues, and the recommendations.
- In conjunction with Ministry staff (as appropriate), assist in the development of an action plan in response to the recommendations as required.
- In conjunction with Ministry staff (as appropriate), conduct consultation meetings with key emergency management stakeholders. Necessary meetings are to be identified in discussion with provincial representatives, but are expected to include local authorities, First Nations, federal agencies, provincial agencies, and non-governmental organizations.
- In conjunction with Ministry staff (as appropriate), conduct invitation-only public consultation meetings focussed on communities in British Columbia at highest risk from seismic events. A draft list of meeting locations, yet to be finalized, includes: Vancouver, Victoria, Prince George, Fort St. John, Nelson, Kelowna and an addition location or locations to gather input from Central Coast communities.
- In conjunction with Ministry staff (as appropriate), conduct consultations, with decision makers and officials in neighbouring jurisdictions as necessary.
- In conjunction with Ministry staff (as appropriate), deliver presentations and/or lead and facilitate consultation sessions/meetings as required.
- In conjunction with Ministry staff (as appropriate), deliver a presentation/workshop to the Union of British Columbia Municipalities (UBCM), if required, during the UBCM convention September 22-26, 2014.
- Conduct media interviews and other media availability events including social media as required, during the course of the contract. Key communications messages, timing, and specific availability needs will be developed in consultation with provincial representatives, but will include general public education messaging regarding emergency preparedness as well as messaging regarding the review itself, and related emergency management issues.
- In conjunction with Ministry staff (as appropriate), conduct or assist with briefings of senior officials regarding draft and final recommendations.
- Work collaboratively with provincial representatives on: refinement of the project plan, development of consultation materials, processes and summaries; recommendations report content; project updates, etc.
- The contractors will, upon completion of any media interview, provide the ministry Government Communications and Public Engagement contact with a summary of questions asked, answers given and any issues that may result. Alternatively, an audio recording of the interview may be provided to the Ministry Government Communications and Public Engagement contact.

Inputs

The Contractor must be available to meet the reporting requirement within the timelines identified in the Terms of Reference (Appendix 1).

Outcomes

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

- Improved public safety for British Columbians through actionable recommendations that have significant buy-in from all levels of government, the public, and other stakeholders.
- Improved awareness of the public and other stakeholders regarding their own roles and responsibilities with respect to catastrophic earthquake preparedness and response.

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

Reporting requirements

- The contractors will provide weekly status reports to the project manager, in a format to be determined by the project manager, and will participate in weekly by-phone project meetings as required.
- Deliver a presentation/workshop to the Union of British Columbia Municipalities (UBCM), if required, during the UBCM convention September 22-26, 2014.
- The contractor will remain in regular contact with identified provincial representatives, and will provide formal status/milestone reports in a format to be determined by provincial representatives as required.
- All raw and summary data collected must be submitted to the identified provincial representative.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:

Appendix 1 – British Columbia Earthquake Response Consultation Terms of Reference

ATTACHED: Appendix 1

PART 4. KEY PERSONNEL:

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

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$160,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Daily Rate

Fees: at a rate of \$1,000 per day (based on a day of 8 hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

Fees may be paid to a maximum of \$140,000 under this Agreement.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from s.22, on the same basis as the Province pays Group III employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

Expenses may be paid to a maximum of \$20,000 under this Agreement.

4. STATEMENTS OF ACCOUNT:

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

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

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

Not Applicable

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Not applicable

Schedule F – Additional Terms

Schedule G – Security Schedule

Definitions

1. In this Schedule,

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain

and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

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

Facilities and Equipment protection and access control

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

Sensitive Information access control

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

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

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

Documentation of changes to processes

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

Notice of security breaches

13. If Contractor becomes aware that:

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

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

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

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

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

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

Termination of Agreement

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

Interpretation

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

SCHEDULE G – Appendix G1 – Security screening requirements

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

Verification of name, date of birth and address

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

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

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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

Appendix 1 - British Columbia Earthquake Response Consultation Terms of Reference

Purpose:

The goal of this consultation is to provide recommendations, through discussion with key stakeholders, on improving the ability of British Columbians to prepare for and respond to a catastrophic seismic event.

Guiding Considerations:

Guiding considerations in the development of recommendations will include:

- Overall public safety impact
- Affordability
- Practicality (e.g. implementation requirements, ability of partners to participate, timelines, etc.)

Scope:

This emergency management consultation regarding catastrophic seismic events will directly involve all levels of government.

The Province will also seek the input and engagement of additional stakeholders, including: individuals and families, the media, business, local authorities including First Nations, adjoining provincial, federal and state jurisdictions, as well as non-governmental organizations.

Community consultation activities will focus on those regions at highest risk from seismic events.

Key Topics Within Scope:

- Roles and responsibilities of all levels of government to plan for and respond to catastrophic seismic events – To determine if the roles and responsibilities are clearly set out and understood by all levels of government, and if necessary, to recommend methods to improve clarity and understanding.
- Roles of individuals and families – To gauge the preparedness of individuals and families for catastrophic events (e.g. family plans, earthquake kits, insurance, etc.) and recommend approaches to improving individual and family preparedness as required.
- Risk assessment processes – To identify, in consultation with stakeholders, key issues and opportunities with respect to risk assessment processes relevant to catastrophic seismic events and provide improvement recommendations as appropriate.
- Response planning for catastrophic seismic events – To identify, in consultation with stakeholders, key issues and opportunities with respect to response plans, capacities, and processes, and provide improvement recommendations as required.
- Response capacity – To identify, in consultation with stakeholders, key issues and opportunities with respect to response capacity and provide improvement recommendations as appropriate (e.g. targeted investments within British Columbia, mutual aid arrangements with other jurisdictions, etc.).

- Mitigation strategies for catastrophic seismic events – To identify, in consultation with stakeholders, key issues and opportunities with respect to mitigation strategies and provide improvement recommendations as appropriate.
- Coordination structures – To identify, in consultation with stakeholders, key issues and opportunities with respect to existing coordination structures for response to catastrophic events and provide improvement recommendations as appropriate.
- Technical emergency communications and warning systems – To identify, in consultation with stakeholders, key issues and opportunities with respect to emergency management technical communications and warning systems and provide improvement recommendations as appropriate.
- Public Communications – To identify, in consultation with stakeholders, key issues and opportunities with respect to public communications before, during, and after a catastrophic seismic event and provide improvement recommendations as appropriate.
- Training and exercising programs - To identify, in consultation with stakeholders, key issues and opportunities with respect to training and exercising for response to catastrophic events, and provide improvement recommendations as appropriate.
- Volunteers - To identify, in consultation with stakeholders, key issues and opportunities with respect to the utilization of volunteers in response to a catastrophic seismic event and provide improvement recommendations as appropriate.

Timelines:

- Announcement of the public review, including the TOR, and co-chairs by March 15, 2014
- Information gathering completed by July 31, 2014
- Discussion paper or workshop presentation at the UBCM Convention (if requested)
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