

Updated: May 3, 2012

HELP expenditure 2003-2012
in millions

The University of British Columbia (Vendor # 032458-006)
Human Early Learning Partnership (HELP) (Vendor# 2051299-001)
Early Development Instrument (EDI)

EDI FUNDING ONLY EDI FUNDING ONLY

Fiscal Year	Contract number	Vendor #	Funding Amount MCFD	Contribution MEd	Contribution MHLS	Total Funding
2001/02	GRANT (STOB 7703)	032458	0.5			0.5
			0.5			0.5
2002/03	XLR2035118	032458-006	2.500			2.500
2003/04	XLR2035118	032458-006	2.500			2.500
2004/05	XLR2035118	032458-006	2.500			2.500
2005/06	XLR2065000	2051299-001	2.500			2.500
2006/07	XLR2065000	2051299-001	2.500			2.500
2007/08	XLR2065000	2051299-001	2.500			2.500
2008/09	XLR2065000	2051299-002	2.500	0.467	0.467	3.434
2009/10	XLR182420	032458-006	2.300	0.666	0.260	3.226
2010/11	XCE192393 (IQA)	032458-006	1.916	0.666	0.260	2.842
2011/12	XCE201082 (IQA)	032458-006	1.900	0.400	0.260	2.560
TOTAL FUNDING			23.616	2.199	1.247	27.062

L. W. C. B. R. - up to 144 million


**BRITISH
COLUMBIA**
**Ministry for Children
and Family Development**
**AUTHORIZATION TO PAY
CONTRACTS AND GRANTS**

The personal information requested on this form is collected under the authority of and will be used for the purpose of administering the Financial Administration Act. Under certain circumstances, the collected information may be subject to disclosure as per the Financial Administration Act and/or the Freedom of Information and Protection of Privacy Act. Any questions about the collection, use or disclosure of this information should be directed to the Director, Information, Privacy and Records Service Branch, (250) 387-0820, PO Box 9702, Stn Prov Govt, Victoria, B.C. V8W 5S1

ACCOUNTS NOT SUPPORTED BY INVOICE
INSTRUCTIONS:

Original CF0025 to Financial Services Branch, must be accompanied by original Contract or Grant Approval (not photocopies) at least three weeks prior to payment being due.

CONTROL NUMBER
171197A
CONTRACT NUMBER
XLR 203 5118
OCG SUPPLIER NUMBER
032458-6
A ☒ **CONTRACT** ☐ **GRANT**
B ☒ **INITIAL** ☐ **RENEWAL** ☐ **MODIFICATION** ☐ **CLOSE PRIOR COMMITMENT**
NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)
UNIVERSITY OF BRITISH COLUMBIA - HELP Project
ADDRESS OF PAYEE
STREET ADDRESS
CITY/TOWN
POSTAL CODE
2075 WESTBROOK MALL, VANCOUVER BC
V6T 1W5
**TOTAL AMOUNT
APPROVED**
\$7,500,000.00
PERIOD FROM
2002/04/01
TO
2005/03/31
PAY ☒ **\$625,000.00** **MONTHLY** ☐ **QUARTERLY** ☐ **AND/OR** ☐ **\$625,000.00** ☒ **ONE-TIME ONLY** (PROVIDE DETAILS BELOW)

**DATE FIRST/ONLY
PAYMENT IS DUE**
2002/06/15
TREASURY BOARD APPROVAL

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
Program Delivery ELO	2002/07/01	XLR	15050	7767 8009		6,250,000.00
SEE ATTACHED BFs FY 04 & 05						

REMIT MESSAGE (MAX 30 CHARACTERS)

CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT, IS IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT, AND, WHERE APPLICABLE, OTHER CONDITIONS HAVE BEEN MET (AS SPENDING AUTHORITY WILL MONITOR CONTRACT PERFORMANCE AND ADVISE THE FINANCIAL SERVICES BRANCH OF TERMINATION OR BREACH OF CONTRACT)

ALL PARTICULARS, CODING, EXTENSIONS AND TOTALS HAVE BEEN CHECKED

PRINT NAME
ROBIN SYME
SIGNATURE
DATE
2002 06/18
**ACCOUNTS
USE ONLY**
COMMENTS

*** Please See Payment Schedule details attached.**

Apr/02 - June/02 - 1st QUARTER 625,000.00

6.9911

July 1, 2002	- \$625,000
October 1, 2002	- \$625,000
January 1, 2003	- \$625,000
April 1, 2003	- \$625,000
July 1, 2003	- \$625,000
December 1, 2003	- \$625,000
March 1, 2004	- \$625,000
June 1, 2004	- \$625,000
September 1, 2004	- \$625,000
December 1, 2004	- \$625,000
March 31, 2005	- \$625,000 - Final Payment

1/2 Feb
 1/3 October
 1/4 January
 1/5 April
 1/6 July
 1/7 October
 1/8 January



FAX SHEET

Date: April 8, 2003 # of Pages: 3 (including this sheet)

From: Marie Schultz Fax #: 250 953-4556

To: Janet Neal Fax #: 250 356-7308

Subject: UBC HELP PROJECT CONTR #XLR2035118

The attached material is intended for the use of the individual or institution to which this telecopy is addressed and may not be distributed, copied or disclosed to other unauthorized person. This material may contain confidential or personal information which may be subject to the provision of the Freedom of Information and Protection of Privacy Act. If you receive this transmission in error, please notify us immediately by telephone at 250 356-7341. Thank you for your co-operation and assistance.

Message:

As we discussed. Please review the quarterly contract payment schedule as it does not coincide with Oracle's quarterly recurring payment schedule of April-June 03; July-September 03; October-December 03 and January-March 04.

Please advise if Oracle's system generated payments will be acceptable and the payment schedule on the contract will be corrected to reflect the above.

Thanks,

Janet - here is the initialed changes to payment schedule.
Marie S.

①

"Payment Schedule"

June 15, 2002 - \$625,000 (listed as one time only)

Quarterly Effective July 1, 2002

July 1, 2002	- \$625,000	- 2 nd
October 1, 2002	- \$625,000	- 3 rd
January 1, 2003	- \$625,000	- 4 th

2.5 mil

2.5 mil

April 1, 2003	- \$625,000
July 1, 2003	- \$625,000
December 1, 2003	- \$625,000
March 1, 2004	- \$625,000

2.5 mil

June 1, 2004	- \$625,000
September 1, 2004	- \$625,000
December 1, 2004	- \$625,000
March 31, 2005	- \$625,000 - Final Payment

2.5 mil

BF:
04

BF:
05



BRITISH COLUMBIA

Ministry of Children
and Family Development

REQUEST FOR APPROVAL CONTRACT/CONTRIBUTION/GRANT

The information requested on this form is collected under the authority of and will be used for the purpose of administering the Financial Administration Act. Under certain circumstances, the collected information may be subject to disclosure as per the Freedom of Information and Protection of Privacy Act. Any questions about the collection, use or disclosure of the information should be directed to the Senior Financial Officer, Financial Services Branch, (250) 387-5951, PO Box 9760, Stn Prov Govt, Victoria, B.C. V8W 9S4.

ROUTE THIS FORM TO THE PERSON WITH AUTHORITY TO RECOMMEND OR TO APPROVE
THE CONTRACT/CONTRIBUTION/GRANT UNDER EXISTING POLICY.

☐ CONTRACT ☒ CONTRIBUTION ☐ GRANT ☐ INITIAL ☐ EXTENSION (SAME TERMS) ☐ AMENDMENT

CONTRACT ADMINISTRATOR Loreen Pratt	AREA CODE & PHONE NUMBER (250) 387-2002	RESP XLR	SERVICE LINE 15050	STOB 7665	CONTRACT NUMBER XLR 2035118
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NAME OF PAYEE/CONTRACTOR University of British Columbia	8009
DESCRIPTION OF SERVICES/DELIVERABLES/AMENDMENTS Human Early Learning Partnership Project	

PRE-APPROVAL CHECKLIST

REQUEST JUSTIFICATION:

YES NO		YES NO	
<input checked="" type="checkbox"/> <input type="checkbox"/> 1. Least costly alternative		<input type="checkbox"/> <input checked="" type="checkbox"/> 5. Conflict of interest	
<input checked="" type="checkbox"/> <input type="checkbox"/> 2. Specialized knowledge techniques not available in government		<input checked="" type="checkbox"/> <input type="checkbox"/> 6. Monitoring timetable and evaluation established	
<input checked="" type="checkbox"/> <input type="checkbox"/> 3. Additional resource requirement to meet peak load situations or respond to emergencies		<input checked="" type="checkbox"/> <input type="checkbox"/> 7. Contractor filling an established position	
<input checked="" type="checkbox"/> <input type="checkbox"/> 4. Objectivity, independence of external source required		<input checked="" type="checkbox"/> <input type="checkbox"/> 8. Funds available in budget	

CONTRACT SELECTION PROCESS

- ☐ REQUEST FOR PROPOSAL
- ☐ INVITATION TO QUOTE
- ☒ DIRECT AWARD (see G.M.O.P. 6.3.2): Check appropriate box and explain, if more space is needed attach a separate sheet.
- ☐ CONTINUING AGREEMENT
- ☐ EMERGENCY SITUATION, Describe:
- ☐ CONFIDENTIAL SERVICES/CONTRARY TO PUBLIC INTEREST, Describe:
- ☐ ONLY ONE CONTRACTOR IS QUALIFIED, Describe:
Under \$50,000 Notice of Intent suggested;
Over \$50,000 Notice of Intent required. ☒ Notice of Intent filed

TERMS OF CONTRACT/CONTRIBUTION/GRANT

FROM YYYY/MM/DD 2002-04-01	TO YYYY/MM/DD 2005-03-31	FEE	PER (HR./DAY)	MAX. FEES PAYABLE	MAXIMUM EXPENSES	TOTAL VALUE OF CONTRACT, CONTRIBUTION OR GRANT
PROPOSED PAYMENTS	<input type="checkbox"/> ONE TIME ONLY \$ 625,000.		QUARTERLY <input checked="" type="checkbox"/>	\$ 625,000.	<input type="checkbox"/> INVOICE	\$7,500,000.

APPROVING AUTHORITY		SIGNATURE	DATE YYYY/MM/DD
SPENDING AUTHORITY I HEREBY CERTIFY THAT THIS REQUEST MEETS ALL APPLICABLE MINISTRY AND GOVERNMENT POLICIES			
REGIONAL/CORPORATE FINANCE MANAGER	<input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED		
ASSISTANT DEPUTY MINISTER	<input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED		
EXECUTIVE FINANCIAL OFFICER	<input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED		
DEPUTY MINISTER	<input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED		<input type="checkbox"/> NOT REQUIRED
TREASURY BOARD APPROVAL	APPROVAL NUMBER:		

DISTRIBUTION AFTER APPROVAL: ORIGINAL to Financial Services Branch (attach to original CF0025 and other documentation)
COPY to Spending Authority

CONTRIBUTION AGREEMENT
(FUNDING PERIOD APR 1, 2002 - MAR 31, 2005)

THIS CONTRIBUTION AGREEMENT dated for reference the 1st day of April, 2002.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the Ministry of Children and
Family Development (the "Province")

OF THE FIRST PART

AND:

THE UNIVERSITY OF BRITISH COLUMBIA having an office at 2075
Wesbrook Mall, City of Vancouver, Province of British Columbia, V6T
1W5 (the "University")

OF THE SECOND PART

WHEREAS:

- A. The University is participating in the Human Early Learning Partnership (HELP), a multi disciplinary research consortium of Universities in British Columbia, and has requested funding by way of a financial contribution from the Province, for the project (Project) described in Schedule "A".
- B. The Province wishes to provide funding for the Project to obtain the benefit of the Project for its Early Childhood Development planning and initiatives, including the results of research in the area of early childhood development and current research in the implementation of early childhood development programs and to obtain baseline measures of the learning readiness of British Columbia's kindergarten students.
- C. It is a condition of the Province agreeing to provide funding to the University for the Project that the University agrees to the terms set forth in this Agreement.

THEREFORE THIS AGREEMENT WITNESSES that the parties agree as follows:

TERM

- 1.01 The term (Term) of this Agreement will commence on April 1, 2002, notwithstanding the actual date of execution and delivery of this Agreement, and will end on March 31, 2005 unless sooner terminated by the Province.

FINANCIAL CONTRIBUTION

- 2.01 For so long as the University causes the Project to be carried out to the satisfaction of the Minister and subject to the terms of this Agreement, the Province will provide financial assistance (the "Financial Contribution") to the University in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.

PURPOSES

- 3.01 The University will use the Financial Contribution to carry out the Project (the "Purposes").
- 3.02 At the request of the Province, the University will provide proof, to the Province's satisfaction that the University has used the Financial Contribution for the Purposes.

RELATIONSHIP

- 4.01 The University will be an independent contractor and not the servant, employee or agent of the Province or the Minister.
- 4.02 The University will not in any manner whatsoever commit or purport to commit either or both the Province or the Minister to the payment of money to anyone.

THE UNIVERSITY'S OBLIGATIONS

- 5.01 The University will or will cause:
- (a) the Project to be carried out in accordance with the terms of this Agreement;
 - (b) at the request of the Province, fully inform the Province of the work done and to be done in connection with the Project;
 - (c) at the request of the Province and in accordance with the *Freedom of Information and Protection of Privacy Act*, permit the Province at all reasonable times to examine and copy the records and the materials referred to in paragraphs 6.01, 7.01 and 7.03;
 - (d) expend funds received as the Financial Contribution in accordance with the terms of this Agreement and only for the purpose of carrying on the Project;
 - (e) take all reasonable steps to ensure that any employee, agent, officer, director or subcontractor of the University engaged in the Project will 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 University's duties to that person and the University's duties under this Agreement;
- (f) observe, abide by and comply with all laws, by-laws, orders, directions rules and regulations of any competent government authority or branch or agency thereof directly or indirectly applicable to the University or this Agreement;
 - (g) co-operate with the Province in making such public announcements regarding the Project and the details of this Agreement as the Province sees fit; and
 - (h) acknowledge the financial contribution made by the Province to the University for the Project in written or other media produced as a result of the Project.

RECORDS AND REPORTS

- 6.01 The University will establish and maintain accurate books of account and records (including, supporting documents) in relation to the Project in form and content according to the standard general accounting practices of the University and as satisfactory to the Province and, at the request of the Province, cooperate in any audit, conducted by the Province at the Province's own expense, of those accounts and records.
- 6.02 Upon request of the Province, the University will fully inform the Province of the work done and to be done in connection with the Project.
- 6.03 The University will provide to the Province the reports, studies and other documentation caused to be produced or compiled for the Project as contemplated in Schedule "A" forthwith on production or compilation thereof.

OWNERSHIP

- 7.01 Copyright in the material produced or developed or caused to be produced or developed by the University as a result of this Agreement (the University's Material) shall belong exclusively to the University or its designate and without restricting the generality of the foregoing, the Province will, upon request of the University, deliver to the University such documentation as the University may reasonably require confirming vesting of the copyright in the University or its designate.
- 7.02 The University hereby grants or will cause to be granted to the Province on creation of the said material, an irrevocable, non-exclusive, royalty free, world wide licence to use and copy the University's Material and the University will execute or cause to be executed all such documents as the Province may reasonably require confirming and perfecting the grant of such licence to the Province.



- 7.03 All material that has been provided by or at the direction of the Province to the University as a result of this Agreement (the Province's Material) will remain the exclusive property of the Province. The University will immediately deliver it to the Province upon the Province's request.
- 7.04 The University will, in accordance with the *Freedom of Information and Protection of Privacy Act*, treat as confidential all personal information, as defined in that Act, contained in the Province's Material or otherwise obtained by the University as a result of this Agreement and in addition, without limiting the foregoing, the University will
- (i) treat as confidential all information or material supplied as a result of this Agreement to the University by the Province and marked by the Province as confidential, and
 - (ii) not permit the publication, release or disclosure of the same without the prior written consent of the Province.
- 7.05 Subject to the provisions of the preceding paragraph, the University will not publish or have published the results of the research carried out under this Agreement unless the University has provided 20 days written notice to the Province, of the intended publication, together with a copy of the publication or if a copy of the publication is not yet available at the time of the required notice, a summary of the content of the publication. Nothing in this paragraph will prevent or restrict disclosure at any time to an academic supervisor or appraiser for the sole purpose of academic evaluation, provided the University ensures that the latter are bound by this Agreement's provisions of confidentiality.
- 7.06 If the University publishes any information, materials or reports under the provisions of the preceding paragraph, the University will include in such publication the following clause and notice:
- "The views presented in the article (or other appropriate description of the publication) are solely those of the author and do not represent the policy of the Province."

ASSIGNMENT

- 8.01 The University will not, without the prior written consent of the Province assign directly or indirectly this Agreement or any right under this Agreement.

INDEMNITY

- 9.01 The University will indemnify and save harmless the Province, its employees and agents from and against any and all liabilities, losses, claims, damages, actions, courses of action, costs and expenses that the Province may sustain, incur, suffer or be put to that in any way arise out of anything done or omitted to be done in

respect of the Project, the Purposes, the Financial Contribution or any other act or omission by the University, its servants, employees, agents, contractors, invitees or licensees in connection with this Agreement, except liability arising out of any independent negligent act of the Province, its employees or agents.

TERMINATION

- 10.01 Notwithstanding any other provision of this Agreement, if the University fails to comply with any provision of this Agreement then, in addition to any other remedies available to the Province, the Province may, at its option, terminate this Agreement by the Province giving written notice of termination to the University and when such option is exercised, the Province will be under no further obligation to the University except to pay to the University such amount of the Financial Contribution as the University may be entitled to receive, pursuant to Schedule "B" attached to this Agreement, to the date the said notice is given to the University.
- 10.02 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time upon 90 days written notice delivered to the party to whom notice is given at the address set out in paragraph 11.01, or at such shorter time and in such manner as may be agreed upon by the parties.
- 10.03 In the event of early termination of this Agreement, other than under paragraph 10.01, the Province will, on submission by the University of a full accounting, satisfactory to the Province, for the application of the amount of the Financial Contribution paid to the date of notice of termination, pay those costs and liabilities relating to the Project which have, in the opinion of the Province, been necessarily and reasonably incurred by the University as of the date of receipt, in accordance with paragraph 11.01, of such notice of termination. For greater certainty, provided the University has taken all reasonable steps to mitigate the same, such costs and liabilities shall include all non-cancellable obligations including payments in lieu of reasonable notice for technicians, graduate students and other staff assigned to the Project.

NOTICE

- 11.01 Any notice, document, waiver, statement, report or demand that either party may desire or be required to give or deliver to the other will be in writing and conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of delivery or, if mailed on the fifth business day after the mailing the same in British Columbia by prepaid post addressed,

if to the Province:

Ministry of Children and Family Development

PO Box 9719 Stn Prov Govt
Victoria, B.C. V8W 9S1

Attention: Loreen Pratt

and if to the University:

Mr Angus Livingstone
Industry Sponsored Research
University-Industry Liaison Office
2194 Health Sciences Mall Vancouver, BC
V6T 1Z3

For financial purposes:

Ms Jenny Lum
Manager, Research and Trust Accounting
Financial Services
2075 Wesbrook Mall
Vancouver, BC
V6T 1W5

For technical matters:

Dr. Clyde Hertzman
Department of Health Care and Epidemiology
5804 Fairview Avenue
James Mather Building
Vancouver, BC
V6T 1Z3

- 11.02 Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of paragraph 11.01, be deemed to be the address of the party giving such notice.
- 11.03 Any notice, report, direction or document transmitted by facsimile transmission from either party will be conclusively deemed validly given to and received by the intended recipient when so transmitted to the facsimile numbers the parties so advise.

APPROPRIATION

- 12.01 Notwithstanding any other provision of this Agreement the payment of money by the Province to the University under this Agreement is subject to:

(a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act R.S.B.C. 1996, c.138 to enable the Province, in any fiscal year or part thereof when any Payment by the Province to the University falls due under this Agreement, to make that Payment; and

(b) Treasury Board, as defined in the Financial Administration Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

NON-WAIVER

13.01 No provision of this Agreement and no breach by the University of any such provision will be considered to have been waived unless such waiver is in writing by the Province.

13.02 The written waiver by the Province of any breach by the University of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the University of the same or any other provision of this Agreement.

GENERAL

14.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

14.02 Nothing in this Agreement is or operates as a consent, permit, approval or authorization by the government of the Province of British Columbia or any ministry, office, branch or agency thereof to or for anything related to the Project that, by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

14.03 Time is of the essence in this Agreement.

14.04 Any alteration or amendment to the terms and conditions of this Agreement must be in writing and duly executed by both parties.

14.05 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes and replaces any agreements or undertakings regarding the subject matter of this Agreement entered into, made or given by the parties prior to the date this Agreement is deemed to come into force.

14.06 If any provision of this Agreement is found to be invalid, illegal or unenforceable it will be severable from this Agreement and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.

- 14.07 All provisions of this Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, will survive the expiration or sooner termination of this Agreement.
- 14.08 This Agreement will be binding upon the Province and its assigns and the University, its successors and permitted assigns.
- 14.09 This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original, and such counterparts, which may be delivered by facsimile transmission, together will constitute one and the same instrument and notwithstanding the date of execution, this Agreement shall be deemed to have effect from the reference date of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

SIGNED AND DELIVERED on behalf of)
 her Majesty the Queen in right of the)
 Province of British Columbia by a duly)
 authorized representative of the Ministry of)
 Children and Family Development on the)
14 day of June, 2002,)

L. Syre)
 Authorized Representative)

Executive Director)
 Title)

ECT, 3rd Community Linc.

SIGNED AND DELIVERED on behalf of)
 the University of British Columbia by an)
 authorized signatory of the University on the)
 _____ day of June, 2002,)

 Authorized Signatory)

 Title)

JS

Schedule "A"

Project

1. The University will, through the Human Early Learning Partnership (HELP), cause the Project to be carried out as follows:
 - a) work with all the school boards in British Columbia (BC) to measure the development of all kindergarten children in BC using the Early Development Instrument (EDI) and link the results to research on child resiliency;
 - b) provide training to all Kindergarten teachers who are to administer the EDI and compensate school boards for the teachers' release time to complete the work.
 - c) work with all communities (whether defined by school board district, Health Authority, municipality, Ministry of Child and Family Development (Ministry) region or aboriginal community) in BC to map the Early Development Instrument and evaluate resources/opportunities /constraints in a semi-standardized, semi-local-problem-solving-mode;
 - d) conduct research and report to the Ministry on developmental achievements in the early years of life that set the stage for continuing success upon entry into school and society;
 - e) carry out a series of studies geographically representative of all areas of BC to understand the basis of the differences in children's development along two "axes":
 - (i) the "main axis" – that is, understanding the basis of socio-economic gradients in child development, and
 - (ii) the "secondary axis" – that is, understanding why some communities with similar SES are doing better than others; understanding why some Aboriginal communities are doing better than others Aboriginal communities.
 - f) link the research studies carried out under this Project to the National Longitudinal Study on Children and Youth where comparable data is available and applicable;
 - g) take leadership in stimulating the societal response to early child development issues; (This would include working with different ministries and sectors to identify the full range of actions with respect to improving early child development; helping local communities select and evaluate programs and interventions; holding conferences and workshops that bring together those working at the front lines with government and academic leaders; developing systems of reporting on the progress of BC's children.)
 - h) be responsive to the short term focussed Early Childhood Development (ECD) related research needs of the Ministry and together with the Ministry collaboratively identify for research emerging issues in ECD ;
 - i) explore the integration of Aboriginal children and families to the BC Linked Health Database;



- j) make recommendations to the Ministry on appropriate screening tools to be used for children during the early years. Stress the applicability of research conducted by HELP;
- k) work toward bringing perinatal database, children-in-care database and the child injury file into the BC Linked Health Database – Edudata information nexus;
- l) work toward completion of Census linkage to the BC Linked Health Database and NLSCY database;
- m) create longitudinal data sets from the existing BC linked data systems that can trace child development in the Learning Sites and help the Ministry for Children and Family Development to determine if developmental trajectories are improving over time;
- n) convene a yearly forum to stimulate intersectoral collaboration in Early Childhood Development, with a focus on the way in which research findings can be used to challenge us to think intersectorally and collaborate on potential new research projects. The forum would include senior officials from the five most relevant BC ministries; regional officials from Health Canada and HRDC in charge of ECD programming; Aboriginal leaders, community coordinators of both Provincially and Federally funded community development programs for children; and key members of the voluntary, philanthropic, and business sectors;
- o) create a provincial network of coordinators of community ECD programs that can partner with the Ministry in creating an ECD system for BC by working with key provincially-oriented community partners identified by the Ministry and HELP;
- p) assist the Ministry in establishing outcomes for Learning Sites that will help identify appropriate service delivery models;
- q) serve as a resource to the Ministry's education services in developing/delivering training for regional and central staff;
- r) provide to the Ministry guidance and research materials/findings when completed in relation to, and assist the Ministry with, the development of the Fetal Alcohol Syndrome (FAS) strategy, including defining outcomes of the strategy;
- s) provide to the Ministry guidance and research materials/findings when completed in relation to, and assist the Ministry with, the development of outcomes for the Urban Aboriginal child development strategies, including the evaluation of the Urban Aboriginal ECD Projects implemented during 2002/03;
- t) provide written updates of research and activities to and meet quarterly, beginning July, 2002, with the Director of the Early Childhood Development Branch, Ministry of Children and Family Development;
- u) develop and submit to the Director of the Early Childhood Development Branch, Ministry of Children and Family Development a written workplan of proposed yearly activities. The first annual work plan will be submitted on or before July 31, 2002 and, for each subsequent year during the Term, on or before April 1;
- v) notify the Ministry reasonably in advance of research announcements or public presentations of the research or other work of the Project related to EDI and other Ministry ECD programs to provide the opportunity for Ministry participation;
- w) provide to the Director of the Early Childhood Development Branch, Ministry of Children and Family Development within 60 days of the end of the third year of the Term a final status report on the measurement of outcomes for children in BC



according to research activity, community mapping, the application of the EDI or any other relevant activities undertaken in the context of this Project.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes.

Schedule "B"

Payment Schedule

Financial Contribution Payments:

1. Pursuant to paragraph 2.01, the Province will make payments, each in the amount of \$625,000, to the University as follows:
 - (i) forthwith after signing of the Agreement, and
 - (ii) thereafter, commencing on July 1, 2002, quarterly in each fiscal year of the Province during the Term.
2. Notwithstanding paragraph 1 of this Schedule, in no event will the financial contribution payments payable to the University, in accordance with paragraph 1 of this schedule, exceed in the aggregate, \$2,500,000 in each fiscal year of the Province and \$7,500,000 for the Term.

A handwritten signature, possibly reading 'BS', is located in the bottom right corner of the page.

THE UNIVERSITY OF BRITISH COLUMBIA

UILO FAX

TO: Helen Myers
FROM: Anne Marie D. Thibodeau
DATE: June 17, 2002
SUBJECT: HELP Agreement
NUMBER OF PAGES INCLUDING COVER: : 14

Anne Marie D. Thibodeau
Senior Manager
Sponsored Research
University Industry Liaison Office
University of British Columbia
Tel: (604) 822 8066
Fax: (604) 822 0240
Annemarie.thibodeau@uilo.ubc.ca

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U-I-L-O

UNIVERSITY-INDUSTRY
LIAISON OFFICE

IRC Room 331
2194 Health Sciences Mall
Vancouver, BC, Canada V6T 1Z3

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Document()

THE UNIVERSITY OF BRITISH COLUMBIA

June 17, 2002

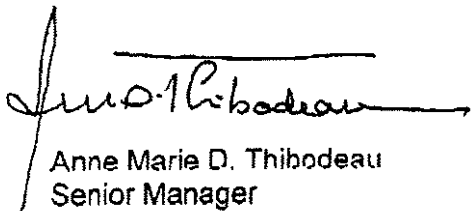
Helen Myers
FAX: (250) 952 6151

Dear Helen:

Please find following the duly executed by counterpart Help Agreement. We hope you will find everything satisfactory and are looking forward to a fruitful collaboration.

Could you please confirm the reception of this fax by e-mail or fax at your earliest convenience? Should I have not heard from you in the coming days I will contact you to insure the contract has reached you.

Have a nice day!



Anne Marie D. Thibodeau
Senior Manager
Sponsored Research Group
University Industry Liaison Office
University of British Columbia



CONTRIBUTION AGREEMENT
(FUNDING PERIOD APR 1, 2002 - MAR 31, 2005)

THIS CONTRIBUTION AGREEMENT dated for reference the 1st day of April, 2002.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the Ministry of Children and
Family Development (the "Province")

OF THE FIRST PART

AND:

THE UNIVERSITY OF BRITISH COLUMBIA having an office at 2075
Wesbrook Mall, City of Vancouver, Province of British Columbia, V6T
1W5 (the "University")

OF THE SECOND PART

WHEREAS:

- A. The University is participating in the Human Early Learning Partnership (HELP), a multi disciplinary research consortium of Universities in British Columbia, and has requested funding by way of a financial contribution from the Province, for the project (Project) described in Schedule "A".
- B. The Province wishes to provide funding for the Project to obtain the benefit of the Project for its Early Childhood Development planning and initiatives, including the results of research in the area of early childhood development and current research in the implementation of early childhood development programs and to obtain baseline measures of the learning readiness of British Columbia's kindergarten students.
- C. It is a condition of the Province agreeing to provide funding to the University for the Project that the University agrees to the terms set forth in this Agreement.

THEREFORE THIS AGREEMENT WITNESSES that the parties agree as follows:

TERM

- 1.01 The term (Term) of this Agreement will commence on April 1, 2002, notwithstanding the actual date of execution and delivery of this Agreement, and will end on March 31, 2005 unless sooner terminated by the Province.

Bob
AM

FINANCIAL CONTRIBUTION

- 2.01 For so long as the University causes the Project to be carried out to the satisfaction of the Minister and subject to the terms of this Agreement, the Province will provide financial assistance (the "Financial Contribution") to the University in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.

PURPOSES

- 3.01 The University will use the Financial Contribution to carry out the Project (the "Purposes").
- 3.02 At the request of the Province, the University will provide proof, to the Province's satisfaction that the University has used the Financial Contribution for the Purposes.

RELATIONSHIP

- 4.01 The University will be an independent contractor and not the servant, employee or agent of the Province or the Minister.
- 4.02 The University will not in any manner whatsoever commit or purport to commit either or both the Province or the Minister to the payment of money to anyone.

THE UNIVERSITY'S OBLIGATIONS

- 5.01 The University will or will cause:
- (a) the Project to be carried out in accordance with the terms of this Agreement;
 - (b) at the request of the Province, fully inform the Province of the work done and to be done in connection with the Project;
 - (c) at the request of the Province and in accordance with the *Freedom of Information and Protection of Privacy Act*, permit the Province at all reasonable times to examine and copy the records and the materials referred to in paragraphs 6.01, 7.01 and 7.03;
 - (d) expend funds received as the Financial Contribution in accordance with the terms of this Agreement and only for the purpose of carrying on the Project;
 - (e) take all reasonable steps to ensure that any employee, agent, officer, director or subcontractor of the University engaged in the Project will not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest

BeB
AK

- between the University's duties to that person and the University's duties under this Agreement;
- (f) observe, abide by and comply with all laws, by-laws, orders, directions rules and regulations of any competent government authority or branch or agency thereof directly or indirectly applicable to the University or this Agreement;
 - (g) co operate with the Province in making such public announcements regarding the Project and the details of this Agreement as the Province sees fit; and
 - (h) acknowledge the financial contribution made by the Province to the University for the Project in written or other media produced as a result of the Project.

RECORDS AND REPORTS

- 6.01 The University will establish and maintain accurate books of account and records (including, supporting documents) in relation to the Project in form and content according to the standard general accounting practices of the University and as satisfactory to the Province and, at the request of the Province, cooperate in any audit, conducted by the Province at the Province's own expense, of those accounts and records.
- 6.02 Upon request of the Province, the University will fully inform the Province of the work done and to be done in connection with the Project.
- 6.03 The University will provide to the Province the reports, studies and other documentation caused to be produced or compiled for the Project as contemplated in Schedule "A" forthwith on production or compilation thereof.

OWNERSHIP

- 7.01 Copyright in the material produced or developed or caused to be produced or developed by the University as a result of this Agreement (the University's Material) shall belong exclusively to the University or its designate and without restricting the generality of the foregoing, the Province will, upon request of the University, deliver to the University such documentation as the University may reasonably require confirming vesting of the copyright in the University or its designate.
- 7.02 The University hereby grants or will cause to be granted to the Province on creation of the said material, an irrevocable, non-exclusive, royalty free, world wide licence to use and copy the University's Material and the University will execute or cause to be executed all such documents as the Province may reasonably require confirming and perfecting the grant of such licence to the Province.



- 7.03 All material that has been provided by or at the direction of the Province to the University as a result of this Agreement (the Province's Material) will remain the exclusive property of the Province. The University will immediately deliver it to the Province upon the Province's request.
- 7.04 The University will, in accordance with the *Freedom of Information and Protection of Privacy Act*, treat as confidential all personal information, as defined in that Act, contained in the Province's Material or otherwise obtained by the University as a result of this Agreement and in addition, without limiting the foregoing, the University will
- (i) treat as confidential all information or material supplied as a result of this Agreement to the University by the Province and marked by the Province as confidential, and
 - (ii) not permit the publication, release or disclosure of the same without the prior written consent of the Province.
- 7.05 Subject to the provisions of the preceding paragraph, the University will not publish or have published the results of the research carried out under this Agreement unless the University has provided 20 days written notice to the Province, of the intended publication, together with a copy of the publication or if a copy of the publication is not yet available at the time of the required notice, a summary of the content of the publication. Nothing in this paragraph will prevent or restrict disclosure at any time to an academic supervisor or appraiser for the sole purpose of academic evaluation, provided the University ensures that the latter are bound by this Agreement's provisions of confidentiality.
- 7.06 If the University publishes any information, materials or reports under the provisions of the preceding paragraph, the University will include in such publication the following clause and notice:
- "The views presented in the article (or other appropriate description of the publication) are solely those of the author and do not represent the policy of the Province."

ASSIGNMENT

- 8.01 The University will not, without the prior written consent of the Province assign directly or indirectly this Agreement or any right under this Agreement.

INDEMNITY

- 9.01 The University will indemnify and save harmless the Province, its employees and agents from and against any and all liabilities, losses, claims, damages, actions, courses of action, costs and expenses that the Province may sustain, incur, suffer or be put to that in any way arise out of anything done or omitted to be done in

respect of the Project, the Purposes, the Financial Contribution or any other act or omission by the University, its servants, employees, agents, contractors, invitees or licensees in connection with this Agreement, except liability arising out of any independent negligent act of the Province, its employees or agents.

TERMINATION

- 10.01 Notwithstanding any other provision of this Agreement, if the University fails to comply with any provision of this Agreement then, in addition to any other remedies available to the Province, the Province may, at its option, terminate this Agreement by the Province giving written notice of termination to the University and when such option is exercised, the Province will be under no further obligation to the University except to pay to the University such amount of the Financial Contribution as the University may be entitled to receive, pursuant to Schedule "B" attached to this Agreement, to the date the said notice is given to the University.
- 10.02 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time upon 90 days written notice delivered to the party to whom notice is given at the address set out in paragraph 11.01, or at such shorter time and in such manner as may be agreed upon by the parties.
- 10.03 In the event of early termination of this Agreement, other than under paragraph 10.01, the Province will, on submission by the University of a full accounting, satisfactory to the Province, for the application of the amount of the Financial Contribution paid to the date of notice of termination, pay those costs and liabilities relating to the Project which have, in the opinion of the Province, been necessarily and reasonably incurred by the University as of the date of receipt, in accordance with paragraph 11.01, of such notice of termination. For greater certainty, provided the University has taken all reasonable steps to mitigate the same, such costs and liabilities shall include all non-cancellable obligations including payments in lieu of reasonable notice for technicians, graduate students and other staff assigned to the Project.

NOTICE

- 11.01 Any notice, document, waiver, statement, report or demand that either party may desire or be required to give or deliver to the other will be in writing and conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of delivery or, if mailed on the fifth business day after the mailing the same in British Columbia by prepaid post addressed,

if to the Province:

Ministry of Children and Family Development



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PO Box 9719 Stn Prov Govt
Victoria, B.C. V8W 9S1

Attention: Loreen Pratt

and if to the University:

Mr Angus Livingstone
Industry Sponsored Research
University-Industry Liaison Office
2194 Health Sciences Mall Vancouver, BC
V6T 1Z3

For financial purposes:

Ms Jenny Lum
Manager, Research and Trust Accounting
Financial Services
2075 Wesbrook Mall
Vancouver, BC
V6T 1W5

For technical matters:

Dr. Clyde Hertzman
Department of Health Care and Epidemiology
5804 Fairview Avenue
James Mather Building
Vancouver, BC
V6T 1Z3

11.02 Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of paragraph 11.01, be deemed to be the address of the party giving such notice.

11.03 Any notice, report, direction or document transmitted by facsimile transmission from either party will be conclusively deemed validly given to and received by the intended recipient when so transmitted to the facsimile numbers the parties so advise.

APPROPRIATION

12.01 Notwithstanding any other provision of this Agreement the payment of money by the Province to the University under this Agreement is subject to:



(a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act R.S.B.C. 1996, c.138 to enable the Province, in any fiscal year or part thereof when any Payment by the Province to the University falls due under this Agreement, to make that Payment; and

(b) Treasury Board, as defined in the Financial Administration Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

NON-WAIVER

13.01 No provision of this Agreement and no breach by the University of any such provision will be considered to have been waived unless such waiver is in writing by the Province.

13.02 The written waiver by the Province of any breach by the University of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the University of the same or any other provision of this Agreement.

GENERAL

14.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

14.02 Nothing in this Agreement is or operates as a consent, permit, approval or authorization by the government of the Province of British Columbia or any ministry, office, branch or agency thereof to or for anything related to the Project that, by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

14.03 Time is of the essence in this Agreement.

14.04 Any alteration or amendment to the terms and conditions of this Agreement must be in writing and duly executed by both parties.

14.05 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes and replaces any agreements or undertakings regarding the subject matter of this Agreement entered into, made or given by the parties prior to the date this Agreement is deemed to come into force.

14.06 If any provision of this Agreement is found to be invalid, illegal or unenforceable it will be severable from this Agreement and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.



- 14.07 All provisions of this Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, will survive the expiration or sooner termination of this Agreement.
- 14.08 This Agreement will be binding upon the Province and its assigns and the University, its successors and permitted assigns.
- 14.09 This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original, and such counterparts, which may be delivered by facsimile transmission, together will constitute one and the same instrument and notwithstanding the date of execution, this Agreement shall be deemed to have effect from the reference date of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

SIGNED AND DELIVERED on behalf of)
 her Majesty the Queen in right of the)
 Province of British Columbia by a duly)
 authorized representative of the Ministry of)
 Children and Family Development on the)
 _____ day of June, 2002,)
 _____)

Authorized Representative)

Title)

SIGNED AND DELIVERED on behalf of)
 the University of British Columbia by an)
 authorized signatory of the University on the)
17 day of June, 2002,)
 _____)

Authorized Signatory)

Title)

THE UNIVERSITY OF BRITISH COLUMBIA

BYRON R. BRALEY

TREASURER

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AA

Schedule "A"

Project

1. The University will, through the Human Early Learning Partnership (HELP), cause the Project to be carried out as follows:
 - a) work with all the school boards in British Columbia (BC) to measure the development of all kindergarten children in BC using the Early Development Instrument (EDI) and link the results to research on child resiliency;
 - b) provide training to all Kindergarten teachers who are to administer the EDI and compensate school boards for the teachers' release time to complete the work.
 - c) work with all communities (whether defined by school board district, Health Authority, municipality, Ministry of Child and Family Development (Ministry) region or aboriginal community) in BC to map the Early Development Instrument and evaluate resources/opportunities /constraints in a semi-standardized, semi-local-problem-solving-mode;
 - d) conduct research and report to the Ministry on developmental achievements in the early years of life that set the stage for continuing success upon entry into school and society;
 - e) carry out a series of studies geographically representative of all areas of BC to understand the basis of the differences in children's development along two "axes":
 - (i) the "main axis" – that is, understanding the basis of socio-economic gradients in child development, and
 - (ii) the "secondary axis" – that is, understanding why some communities with similar SES are doing better than others; understanding why some Aboriginal communities are doing better than others Aboriginal communities.
 - f) link the research studies carried out under this Project to the National Longitudinal Study on Children and Youth where comparable data is available and applicable;
 - g) take leadership in stimulating the societal response to early child development issues; (This would include working with different ministries and sectors to identify the full range of actions with respect to improving early child development; helping local communities select and evaluate programs and interventions; holding conferences and workshops that bring together those working at the front lines with government and academic leaders; developing systems of reporting on the progress of BC's children.)
 - h) be responsive to the short term focussed Early Childhood Development (ECD) related research needs of the Ministry and together with the Ministry collaboratively identify for research emerging issues in ECD;
 - i) explore the integration of Aboriginal children and families to the BC Linked Health Database;



10

- j) make recommendations to the Ministry on appropriate screening tools to be used for children during the early years. Stress the applicability of research conducted by HELP;
- k) work toward bringing perinatal database, children-in-care database and the child injury file into the BC Linked Health Database – Edudata information nexus;
- l) work toward completion of Census linkage to the BC Linked Health Database and NLSCY database;
- m) create longitudinal data sets from the existing BC linked data systems that can trace child development in the Learning Sites and help the Ministry for Children and Family Development to determine if developmental trajectories are improving over time;
- n) convene a yearly forum to stimulate intersectoral collaboration in Early Childhood Development, with a focus on the way in which research findings can be used to challenge us to think intersectorally and collaborate on potential new research projects. The forum would include senior officials from the five most relevant BC ministries; regional officials from Health Canada and HRDC in charge of ECD programming; Aboriginal leaders, community coordinators of both Provincially and Federally funded community development programs for children; and key members of the voluntary, philanthropic, and business sectors;
- o) create a provincial network of coordinators of community ECD programs that can partner with the Ministry in creating an ECD system for BC by working with key provincially-oriented community partners identified by the Ministry and HELP;
- p) assist the Ministry in establishing outcomes for Learning Sites that will help identify appropriate service delivery models;
- q) serve as a resource to the Ministry's education services in developing/delivering training for regional and central staff;
- r) provide to the Ministry guidance and research materials/findings when completed in relation to, and assist the Ministry with, the development of the Fetal Alcohol Syndrome (FAS) strategy, including defining outcomes of the strategy;
- s) provide to the Ministry guidance and research materials/findings when completed in relation to, and assist the Ministry with, the development of outcomes for the Urban Aboriginal child development strategies, including the evaluation of the Urban Aboriginal ECD Projects implemented during 2002/03;
- t) provide written updates of research and activities to and meet quarterly, beginning July, 2002, with the Director of the Early Childhood Development Branch, Ministry of Children and Family Development;
- u) develop and submit to the Director of the Early Childhood Development Branch, Ministry of Children and Family Development a written workplan of proposed yearly activities. The first annual work plan will be submitted on or before July 31, 2002 and, for each subsequent year during the Term, on or before April 1;
- v) notify the Ministry reasonably in advance of research announcements or public presentations of the research or other work of the Project related to EDI and other Ministry ECD programs to provide the opportunity for Ministry participation;
- w) provide to the Director of the Early Childhood Development Branch, Ministry of Children and Family Development within 60 days of the end of the third year of the Term a final status report on the measurement of outcomes for children in BC

according to research activity, community mapping, the application of the EDI or any other relevant activities undertaken in the context of this Project.

BB
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Schedule "B"**Payment Schedule****Financial Contribution Payments:**

1. Pursuant to paragraph 2.01, the Province will make payments, each in the amount of \$625,000, to the University as follows:
 - (i) forthwith after signing of the Agreement, and
 - (ii) thereafter, commencing on July 1, 2002, quarterly in each fiscal year of the Province during the Term.
2. Notwithstanding paragraph 1 of this Schedule, in no event will the financial contribution payments payable to the University, in accordance with paragraph 1 of this schedule, exceed in the aggregate, \$2,500,000 in each fiscal year of the Province and \$7,500,000 for the Term.



Ministry of Children and Family Development

Request for Contract Approval – Part 2
Modification Agreement

Expense Authority Checklist

The Procurement Governance and Policy Team is available to assist you complete the contracting process.

Value of Initial and Modified Contract

XLR2065000

- ☒ Initial Contract _\$7,500,000_____ Term: _April 01, 2006 – March 31, 2009
☒ Modification #1 _\$934,150_____ Term: _June 30, 2008 – March 31, 2009
☐ Modification #2 _____ Term: _____
☒ Total Amount _\$8,434,150_____ (cumulative value of initial contract and any modifications)
☒ Approved CF2511(RCA) Part 1, copy of initial contract and draft modification agreement attached.

Rationale for Modification (☑ all that apply)

- ☐ Change in contractor's legal name or address
 Price change
☐ Term change
☐ Price and Term change
☒ Scope change (same as Direct Award)
☐ Direct Award (must meet at least one of the criteria in CPPM, Chapter 6, Section 6.3.3)
☐

Additional Justification for Modification
(identify factors that were not known during the procurement and contract award process)

Additional funds provided by the Ministry of Education and the Ministry of Health to support annual implementation of the Early Development Instrument (EDI).

Review and Advice – see Approval Matrix/Process Chart (☑ and sign where applicable)

- ☐ Contract Specialist: _____ Date _____
☒ Procurement Governance and Policy Team: Michael Quinn ^{via email} Date July 7, 2008

Approvals – see Approval Matrix/Process Chart (☑ and sign where applicable)

- ☐ Expense Authority Signature _____ Date _____
☐ ADM Signature Mary Hedlund Date July 16/08
☐ EFO Signature [Signature] Date July 16/08

Distribution:

Original - Contract File
 Copy 1 - Financial Planning and Reporting
 Copy 2 - Procurement Governance and Policy Team

These should be done in advance in future
Thos

17R32229


**BRITISH
COLUMBIA**

 Ministry of
Children and Family Development

**MODIFICATION AGREEMENT
XLR2065000**
BETWEEN
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by Minister Of Children and Family Development

The Ministry of Children and Family Development

(the "Province", the "Minister", a "Director", "we", "us", or "our" as applicable)

AND
The University of British Columbia

(the "Contractor", "you", or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement number XLR2065000 and dated April 01, 2006,
(the "Agreement").
- B. The parties have agreed to modify the Agreement effective June 30, 2008.

AGREEMENT

The parties agree as follows:

- To amend Schedule A to implement the Early Development Instrument on an annual basis.
 To amend Schedule B to increase the total contract aggregate from \$7,500,000 to \$8,434,150.
 As per revised Schedules A and B.
- In all other respects, the Agreement is confirmed.

 The parties have duly executed this modification agreement as of the 25th day of May, 2008.

SIGNED AND DELIVERED on behalf of the Province by its
authorized representative:

Authorized Representative

 Name
Aleksandra Stevanovic

 Title
Director, Early Years – Early Childhood Development Team

SIGNED AND DELIVERED by or on behalf of the Contractor (or
by an authorized signatory of the Contractor if a Corporation)

Contractor or Authorized Signatory

J. P. Heale, PhD, MBA

 Name
Angus Livingstone Associate Director
University-Industry Liaison Office

 Title
Managing Director, University-Industry Liaison Office

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION COPY 2 - CONTRACTOR COPY 3 - ORIGINATING OFFICE


Brett Sharp

Acting Associate Director

University-Industry Liaison Office

Schedule A

Modification Agreement XLR2065000 (June 30, 2008 – March 31, 2009)

1. The University will, through the Human Early Learning Partnership (HELP), cause the Project to be carried out as follows.

Provincial ECD Mapping Unit: EDI Data Collection and Community Development

- a) Work with school districts in British Columbia (BC) to measure the development of all Kindergarten children in BC on an annual basis, using the Early Development Instrument (EDI) and link the results to research on child resiliency, health and early learning. The annual implementation of EDI will commence in the 2008/09 school year.

For each participating school district, HELP will:

- i) Provide training, where required, for kindergarten teachers who are to administer the EDI.
 - ii) Collect EDI data from school districts and ensure data are complete and ready for analysis, and are linkable.
 - iii) Contribute to professional development, including networking and consulting with education stakeholder groups about the implementation of and impact of EDI.
 - iv) Maintain supportive relationships with school districts to implement annual EDI in a coordinated, collaborative and consultative way.
- b) Work with School districts who implemented the EDI to map the results of the Early Development Instrument.

HELP will provide:

- i) compensation to school boards for the teachers' release time to attend trainings and complete the surveys.
- ii) electronic input of data.
- iii) neighbourhood-based maps of the EDI results and socio-demographic data.
- iv) a community summary of the mapping results.
- v) a locally or regionally based presentation of the mapping results, and a powerpoint presentation useful for local dissemination.
- vi) electronic copies of maps, summaries and powerpoint presentations to be posted on HELP's Web site to ensure public access.

Note: Where communities are designated *Understanding the Early Years* sites, HELP will coordinate the activities noted above with their community coordinator.

- c) Work with the existing network of local intersectoral ECD coalitions ("mobilized communities"), including Children First Initiatives, First Call, Success by Six® and Understanding the Early Years, throughout the Province to facilitate

asset/resource mapping, and its use in planning and policy, in communities and regions across BC. HELP will:

- i) coordinate regional mapping workshops, to assist communities in understanding and using the maps.
 - ii) inform coordinators about HELP's Community Asset Mapping Framework, assist them to identify and find asset/resource data, provide training and guidance in the uptake and use of HELP's data templates and the preparation of data for submission to HELP for mapping.
 - iii) continue to develop and enhance the ECD Mapping Portal and Community Mapping Stations to facilitate locally based, Web access to customized map creation, and to integrate with other mapping activities.
 - iv) provide strategies and tools for the use of HELP's maps, data and reports in mobilization and early child development planning.
- d) Work with Aboriginal provincial and community organizations to:
- i) disseminate findings from the Aboriginal ECD Mapping Project (currently being funded by HELP and led by the BC Aboriginal Child Care Society) to understand the benefits and challenges of community mapping for Aboriginal communities.
 - ii) encourage the uptake and use of the EDI in Aboriginal communities.
 - iii) develop an understanding of the community development and knowledge translation needs of Aboriginal communities regarding early child development.
 - iv) draw on the findings of Success By 6's Aboriginal Engagement Project.

Provincial ECD Mapping Unit: EDI Data Analysis

- e) Provide training sessions/presentations to government (Strong Start, policy makers, staff) on understanding and interpreting the *BC Atlas of Child Development*.
- f) Contribute to EDI-related knowledge regionally and provincially as necessary through speaking and publications.
- g) Assist the government with research issues related to EDI.
- h) Conduct complex and integrative statistical analysis on EDI data, including:
 - i) Time 1 and Time 2 EDI analysis;
 - ii) detailed analyses on the subsets of the developmental domains;
 - iii) exploring how EDI data are influenced by family, neighbourhood and service factors, e.g., gender differences, teacher differences, demographic changes, community context, etc.;
 - iv) developing models and statistical procedures to explore the determinants of child development and how school readiness is mediated/modified by SES, ethnic, and neighbourhood/school contextual factors; and
 - v) evaluating population-based patterns, trends and influences on healthy child development and developmental vulnerability.

- i) Conduct case studies in select BC communities that examine:
 - i) why some BC communities (e.g. Vernon) achieve better EDI results than one would predict given their socioeconomic status, and why others achieve results that fall below expectations; and
 - ii) why some BC communities (e.g. Kootenays, Prince George) achieve or fall below expectations on child development outcomes than one would predict given the substantial funding investment by MCFD (e.g. infant development programs, family resource programs, learning sites, supported child care, etc.).

Following these case studies, further work would be done to:

- iii) develop and evaluate research methodologies to help answer these questions; and
 - iv) mobilize relevant community agencies through focus groups, key informant interviews and other qualitative data gathering strategies, and community asset data collection to explore the community characteristics that are contributing to EDI results that exceed SES-informed expectations.
- j) Interface and collaborate with the Data and Support Economic Analysis Branch within the ministry regarding analysis of EDI data.
- k) Hold quarterly EDI Policy meetings with the Ministries of Children and Family Development, Education and Health to discuss upcoming policy needs, and opportunities and challenges for integration with EDI data.
- l) Based on research findings, make recommendations to the ministries regarding ECD resources and allocations to address gaps in services.

Child & Youth Developmental Trajectories Research Unit / Population Health & Learning Observatory

- m) As an immediate priority, work with the ministry to establish a formal data sharing agreement to ensure the development of a reciprocal system of sharing EDI and MCFD data for research, that meets all requirements under the FOIPP.
- n) Create developmental trajectories, using linked health, education, EDI and SES data across BC, and conduct research that can trace child development in BC and provide evidence for the ministry to determine if developmental trajectories are improving over time.
- o) Identify reliable and valid measures, and new methods that can be used in comprehensive longitudinal research to monitor mediators, moderators and outcomes of developmental trajectories.
- p) Liaise with government decision- and policy-makers to convert policy questions into research questions that can be answered with linked data.

- q) Identify new data sources and/or opportunities to expand the information flow on children's development in BC (including children in care, child injury, child care, etc.) and link the data into the Population Health & Learning Observatory.
- r) Explore the integration of Aboriginal children's and families' data to the Child & Youth Developmental Trajectories Database.
- s) Work with pilot communities that have set up data systems (e.g. Quallicum) to:
 - i) assess purposes, challenges, benefits – of expanded implementation; and
 - ii) explore opportunities to use the EDI as an outcome measure to compare children who are in programs with those not in programs.
- t) Where there are opportunities to develop a data and linkage system for children when they first encounter a publicly funded ECD (including child care) program, HELP will collaborate with the ministry and provide support and consultation regarding linkage to and inclusion in developmental trajectories analyses.

Early Learning & Care Research Unit

- u) Conduct research and mapping using childcare data to assist the ministry in identifying demographic variations in the provision and use of child care facilities.
- v) Produce policy-relevant analyses about the ecology of early learning and child care in BC, including its place in the broader benefit package available to British Columbian families with children.
- w) Utilize a range of provincial data-sets for analyses, including licensing data, the Child Care Operating Fund, Child Care Subsidy System, Child Care Capital Grants, the resource and referral infrastructure, expenditures on training or professional development, community planning for early learning and care, supported child care, and income assistance for low-income families, etc.
- x) Identify new data sources and opportunities to expand information flow about early learning and care in BC, including information about wages, working conditions, recruitment and retention.
- y) Conduct research on children who are developmentally vulnerable due to biological, medical and/or environmental factors, in consultation with MCFD and community-based programs. The focus of the research is to understand the:
 - i) developmental pathways of children from 0-6;
 - ii) intervention programs for children in this age range (including but not limited to IDP, Supported Child Care, Aboriginal Head Start, etc.);
 - iii) social integration of these children and their families; and
 - iv) interplay between the multiple contexts of family, neighbourhood and community factors in communities in which at-risk and non-at-risk children live.

- z) Utilize detailed EDI data and other data sources as early markers to understand the developmental pathways, strengths and challenges of developmentally at-risk children at school entry and in their subsequent early school years.

HELP Affiliate Research

- aa) Sustain a network of early child development scholars from the major BC Universities (UBC, UVic, UNBC, SFU, UBCO, TRU) to facilitate interdisciplinary learning and collaboration to ensure that BC is a leader in creating and applying new knowledge in child development to help children thrive.
- bb) Conduct research and report to the ministry on developmental achievements in the early years of life that set the stage for continuing success upon entry into school and society.
- cc) Provide seed, pilot, project and recruitment funding for ECD scholars from HELP's partner institutions across BC to facilitate a range of research activities that span the developmental domains and that contribute to HELP's mission: to create, promote and apply new knowledge through interdisciplinary research to help children thrive.
- dd) Carry out a series of studies that are geographically representative of all areas of BC to understand the importance of the social determinants of child health and development in different regions of the Province.
- ee) Respond to emerging federal and provincial opportunities for research grants that will increase the quantity and calibre of early child development research in BC.

ECD Leadership: Outcomes/Strategies

- ff) Take leadership in stimulating the societal response to early child development issues. This would include working with different ministries and sectors to identify the full range of actions with respect to improving early child development, and developing systems of reporting on the progress of BC's children.
- gg) Advise and provide consultation to the ECD Funders Group and Success By 6® initiative on the development of outcome indicators for child development programs and services.
- hh) Advise on other indicators and integrated models to help assess programs and services in support of the National Children's Agenda and how these indicators can be used to inform policy.

- ii) Collaborate with the Canadian Council for Early Child Development, and their Early Childhood Community Leadership Forum, to help create sustainable community improvements in early child development through the development of community hub models.

ECD Leadership: Training and Dissemination

- jj) Make presentations to government, including cabinet, Strong Start Minister's Committee, DMs, and Executive staff regarding HELP's research activities and findings, with a focus on how research can be used to influence policy.
- kk) Convene a yearly forum to stimulate intersectoral collaboration in Early Child Development, with a focus on the way in which research findings can be used to challenge us to think intersectorally and collaborate on potential new research projects. The forum would include senior officials from the five most relevant BC ministries; regional officials from Health Canada and HRDC in charge of ECD programming; Aboriginal leaders; community coordinators of both Provincially and Federally funded community development programs for children; and key members of the voluntary, philanthropic and business sectors.
- ll) Host an annual "HELP Research Day" event to showcase the full-range of HELP-sponsored research activities, and contribute to dissemination regarding research findings. This event will be open to ministry staff.
- mm) Serve as a resource to the ministry by developing a training protocol for regional and central ministry staff on early child development:
 - i) Organize a series of training sessions in regions throughout BC, hosted by local MCFD staff. This could include presentations by HELP staff and Affiliates on early brain development, community development, child health & development research, infant developmental assessments, etc.
- nn) Play a key leadership role in Knowledge Management around early child development resources and materials (provincial, national and international), including reports, articles, research projects, Web sites, etc., and to make this information accessible via HELP's electronic searchable database and Web site.
- oo) Participate on committees (strategic local, provincial, national) regarding early child development, early learning and care, etc.

Administrative/PR

- pp) Provide the ministries of Children and Family Development, Health and Education with written updates of research and activities, and meet quarterly with the ministries' representatives.
- qq) Develop and submit to the Assistant Deputy Minister, Early Years, Ministry of Children and Family Development, the Executive Director, Healthy Children, Women and Seniors, Population Health and Wellness - Ministry of Health, and the Director, Early Learning - Ministry of Education, a written work plan of proposed yearly activities.
- rr) Notify the ministries reasonably in advance of research announcements or public presentations of the research or other work related to EDI and other ministry ECD programs to provide the opportunity for ministry participation.

Schedule B
Modification Agreement XLR2065000
Payment Schedule

Financial Contribution Payments:

1. The period to which this Payment Schedule applies starts on June 30, 2008, and ends on March 31, 2009.

Pursuant to paragraph 2.01, the Province will make four (4) payments, each in the amount of \$858,537, to the University as follows:

- (i) Quarterly in the fiscal year of the Province during the Term of the Modification Agreement: that is, June 30, 2008; September 30, 2008; December 31, 2008; March 31, 2009.
2. Notwithstanding paragraph 1 of this Schedule, in no event will the financial contribution payments payable to the University, in accordance with paragraph 1 of this schedule, exceed in the aggregate, \$3,434,150, in the 2008/09 fiscal year of the Province and \$8,434,150 in total (cumulative value of the initial contract and this modification agreement).

CONTRIBUTION AGREEMENT (XLR2065000)
(FUNDING PERIOD APRIL 1, 2006 - MARCH 31, 2009)

THIS CONTRIBUTION AGREEMENT dated for reference the 1st day of April, 2006.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the Ministry of Children and
Family Development (the "Province")

OF THE FIRST PART

AND:

THE UNIVERSITY OF BRITISH COLUMBIA having an office at 2075
Wesbrook Mall, City of Vancouver, Province of British Columbia,
V6T 1W5 (the "University")

OF THE SECOND PART

WHEREAS:

- A. The University is participating in the Human Early Learning Partnership (HELP), a multi-disciplinary research consortium of Universities in British Columbia, and has requested funding by way of a financial contribution from the Province, for the project (Project) described in Schedule "A".
- B. The Province wishes to provide funding for the Project to obtain the benefit of the Project for its Early Childhood Development and Child Care planning and initiatives, including the results of research in the area of early childhood development and child care and current research in the implementation of early childhood development and child care programs and to obtain baseline measures of the learning readiness of British Columbia's kindergarten students.
- C. It is a condition of the Province agreeing to provide funding to the University for the Project that the University agrees to the terms set forth in this Agreement.

THEREFORE THIS AGREEMENT WITNESSES that the parties agree as follows:

TERM

- 1.01 The term (Term) of this Agreement will commence on April 1, 2006, notwithstanding the actual date of execution and delivery of this Agreement, and will end on March 31, 2009, unless sooner terminated by the Province.

FINANCIAL CONTRIBUTION

- 2.01 For so long as the University causes the Project to be carried out to the satisfaction of the Minister and subject to the terms of this Agreement, the Province will provide financial assistance (the "Financial Contribution") to the University in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.

PURPOSES

- 3.01 The University will use the Financial Contribution to carry out the Project (the "Purposes").
- 3.02 At the request of the Province, the University will provide proof, to the Province's satisfaction, that the University has used the Financial Contribution for the Purposes.

RELATIONSHIP

- 4.01 The University will be an independent contractor and not the servant, employee or agent of the Province or the Minister.
- 4.02 The University will not in any manner whatsoever commit or purport to commit either or both the Province or the Minister to the payment of money to anyone.

THE UNIVERSITY'S OBLIGATIONS

- 5.01 The University will:
- (a) cause the Project to be carried out in accordance with the terms of this Agreement;
 - (b) at the request of the Province, fully inform the Province of the work done and to be done in connection with the Project;
 - (c) at the request of the Province and in accordance with the *Freedom of Information and Protection of Privacy Act*, permit the Province at all reasonable times to examine and copy the records and the materials referred to in paragraphs 6.01, 7.01 and 7.03;
 - (d) expend funds received as the Financial Contribution in accordance with the terms of this Agreement and only for the purpose of carrying on the Project;
 - (e) take all reasonable steps to ensure that any employee, agent, officer, director or subcontractor of the University engaged in the Project will 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 University's duties to that person and the University's duties under this Agreement;
- (f) observe, abide by and comply with all laws, by-laws, orders, directions, rules and regulations of any competent government authority or branch or agency thereof directly or indirectly applicable to the University or this Agreement;
 - (g) cooperate with the Province in making such public announcements regarding the Project and the details of this Agreement as the Province sees fit; and
 - (h) acknowledge the financial contribution made by the Province to the University for the Project in written or other media produced as a result of the Project.

RECORDS AND REPORTS

- 6.01 The University will establish and maintain accurate books of account and records (including supporting documents) in relation to the Project in form and content satisfactory to the Province and, at the request of the Province, cooperate in any audit by the Province of those accounts and records.
- 6.02 Upon request of the Province, the University will fully inform the Province of the work done and to be done in connection with the Project.
- 6.03 The University will provide to the Province the reports, studies and other documentation caused to be produced or compiled for the Project as contemplated in Schedule "A" forthwith on production or compilation thereof.

OWNERSHIP

- 7.01 Copyright in the material produced or developed or caused to be produced or developed by the University as a result of this Agreement (the University's Material) shall belong exclusively to the University or its designate and without restricting the generality of the foregoing, the Province will, upon request of the University, deliver to the University such documentation as the University may reasonably require confirming vesting of the copyright in the University or its designate.
- 7.02 The University hereby grants or will cause to be granted to the Province on creation of the said material, an irrevocable, non-exclusive, royalty free, world wide licence to use and copy the University's Material and the University will execute or cause to be executed all such documents as the Province may reasonably require confirming and perfecting the grant of such licence to the Province.

- 7.03 All material that has been provided by or at the direction of the Province to the University as a result of this Agreement (the Province's Material) will remain the exclusive property of the Province. The University will immediately deliver it to the Province upon the Province's request.
- 7.04 The University will, in accordance with the *Freedom of Information and Protection of Privacy Act*, treat as confidential all personal information, as defined in that Act, contained in the Province's Material or otherwise obtained by the University as a result of this Agreement and in addition, without limiting the foregoing, the University will:
- (a) treat as confidential all information or material supplied as a result of this Agreement to the University by the Province and marked by the Province as confidential; and
 - (b) not permit the publication, release or disclosure of the same without the prior written consent of the Province.
- 7.05 Subject to the provisions of the preceding paragraph, the University will not publish or have published the results of the research carried out under this Agreement unless the University has provided 20 days written notice to the Province, of the intended publication, together with a copy of the publication or if a copy of the publication is not yet available at the time of the required notice, a summary of the content of the publication. Nothing in this paragraph will prevent or restrict disclosure at any time to an academic supervisor or appraiser for the sole purpose of academic evaluation, provided the University ensures that the latter are bound by this Agreement's provisions of confidentiality.
- 7.06 If the University publishes any information, materials or reports under the provisions of the preceding paragraph, the University will include in such publication the following clause and notice:
- "The views presented in the article (or other appropriate description of the publication) are solely those of the author and do not represent the policy of the Province."

ASSIGNMENT

- 8.01 The University will not, without the prior written consent of the Province, assign directly or indirectly this Agreement or any right under this Agreement.

INDEMNITY

- 9.01 The University will indemnify and save harmless the Province, its employees and agents from and against any and all liabilities, losses, claims, damages, actions, courses of action, costs and expenses that the Province may sustain, incur, suffer or be put to that in any way arise out of anything done or omitted to be done in respect of the Project, the Purposes, the Financial Contribution or any other act or

omission by the University, its servants, employees, agents, contractors, invitees or licensees in connection with this Agreement, except liability arising out of any independent negligent act of the Province, its employees or agents.

TERMINATION

- 10.01 Notwithstanding any other provision of this Agreement, if the University fails to comply with any provision of this Agreement then, in addition to any other remedies available to the Province, the Province may, at its option, terminate this Agreement by the Province giving written notice of termination to the University and when such option is exercised, the Province will be under no further obligation to the University except to pay to the University such amount of the Financial Contribution as the University may be entitled to receive, pursuant to Schedule "B" attached to this Agreement, to the date the said notice is given to the University.
- 10.02 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time upon 90 days written notice delivered to the party to whom notice is given at the address set out in paragraph 11.01, or at such shorter time and in such manner as may be agreed upon by the parties.
- 10.03 In the event of early termination of this Agreement, other than under paragraph 10.01, the Province will, on submission by the University of a full accounting, satisfactory to the Province, for the application of the amount of the Financial Contribution paid to the date of notice of termination, pay those costs and liabilities relating to the Project which have, in the opinion of the Province, been necessarily and reasonably incurred by the University as of the date of receipt, in accordance with paragraph 11.01, of such notice of termination. For greater certainty, provided the University has taken all reasonable steps to mitigate the same, such costs and liabilities shall include all non-cancellable obligations including payments in lieu of reasonable notice for technicians, graduate students and other staff assigned to the Project.

NOTICE

- 11.01 Any notice, document, waiver, statement, report or demand that either party may desire or be required to give or deliver to the other will be in writing and conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of delivery or, if mailed on the fifth business day after the mailing the same in British Columbia by prepaid post addressed,

if to the Province:

Ministry of Children and Family Development
PO Box 9778 Stn Prov Govt
Victoria BC V8W 9S5

Attention: Loreen O'Byrne

and if to the University:

Industry Sponsored Research
University-Industry Liaison Office
2194 Health Sciences Mall
Vancouver BC V6T 1Z3

Attention: Mr. Angus Livingstone

For financial purposes:

Manager, Research and Trust Accounting
UBC Financial Services
2075 Wesbrook Mall
Vancouver BC V6T 1W5

Attention: Ms. ~~Jenny Lum~~ *Andrew Glynn*

For technical matters:

Human Early Learning Partnership
320 – 2206 East Mall
Vancouver BC V6T 1Z3

Attention: Ms. Jacqueline Smit Alex

- 11.02 Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of paragraph 11.01, be deemed to be the address of the party giving such notice.
- 11.03 Any notice, report, direction or document transmitted by facsimile transmission from either party will be conclusively deemed validly given to and received by the intended recipient when so transmitted to the facsimile numbers the parties so advise.

APPROPRIATION

- 12.01 Notwithstanding any other provision of this Agreement the payment of money by the Province to the University under this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* R.S.B.C. 1996, c.138 to enable the Province, in any fiscal year or part thereof when any Payment by the Province to the University falls due under this Agreement, to make that Payment; and
 - (b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

NON-WAIVER

- 13.01 No provision of this Agreement and no breach by the University of any such provision will be considered to have been waived unless such waiver is in writing by the Province.
- 13.02 The written waiver by the Province of any breach by the University of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the University of the same or any other provision of this Agreement.

GENERAL

- 14.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 14.02 Nothing in this Agreement is or operates as a consent, permit, approval or authorization by the government of the Province of British Columbia or any ministry, office, branch or agency thereof to or for anything related to the Project that, by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 14.03 Time is of the essence in this Agreement.
- 14.04 Any alteration or amendment to the terms and conditions of this Agreement must be in writing and duly executed by both parties.
- 14.05 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes and replaces any agreements or undertakings regarding the subject matter of this

Agreement entered into, made or given by the parties prior to the date this Agreement is deemed to come into force.

- 14.06 If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.
- 14.07 All provisions of this Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, will survive the expiration or sooner termination of this Agreement.
- 14.08 This Agreement will be binding upon the Province and its assigns and the University, its successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

SIGNED AND DELIVERED on behalf of)
 her Majesty the Queen in right of the)
 Province of British Columbia by a duly)
 authorized representative of the Ministry of)
 Children and Family Development on the)
11th day of ~~February~~, 2006,)
April)
ASO Byrne)
 Authorized Representative)
Director)
 Title

SIGNED AND DELIVERED on behalf of)
 the University of British Columbia by an)
 authorized signatory of the University on the)
31 day of ~~February~~, 2006,)
March)
Angus Livingstone)
 Authorized Signatory)
 Title Angus Livingstone
Managing Director
University-Industry Liaison Office

Hubert Lai
 Hubert Lai
 University Counsel
 Office of the University Counsel

Date March 31, 2006

Schedule “A”

Project (2006-2009)

- I. The University will, through the Human Early Learning Partnership (HELP), cause the Project to be carried out as follows.

Provincial ECD Mapping Unit: EDI Data Collection and Community Development

- a) Work with school districts in British Columbia (BC) to measure the development of all Kindergarten children in BC using the Early Development Instrument (EDI) and link the results to research on child resiliency. The implementation of the EDI is currently set on a three-year rollout.

For each participating school district, HELP will:

- i) provide training, where required, for kindergarten teachers who are to administer the EDI.
 - ii) collect EDI data from school districts and ensure data are complete and ready for analysis, and are linkable.
- b) Work with School districts who implemented the EDI in February 2006 to map the results of the Early Development Instrument. A minimum of forty (40) School Districts signed agreements to collect data in February 2006.

For each school district participating who implemented the EDI in February 2006, HELP will provide:

- i) compensation to school boards for the teachers' release time to attend trainings and complete the surveys.
- ii) electronic input of data.
- iii) neighbourhood-based maps of the EDI results and socio-demographic data.
- iv) a community summary of the mapping results.
- v) a locally or regionally based presentation of the mapping results, and a powerpoint presentation useful for local dissemination.
- vi) electronic copies of maps, summaries and powerpoint presentations to be posted on HELP's Web site to ensure public access.

Note: Where communities are designated *Understanding the Early Years* sites, HELP will coordinate the activities noted above with their community coordinator.

- c) Work with the existing network of local intersectoral ECD coalitions (“mobilized communities”), including Children First Initiatives, First Call, Success by Six® and Understanding the Early Years, throughout the Province to facilitate

asset/resource mapping, and its use in planning and policy, in communities and regions across BC. HELP will:

- i) coordinate regional mapping workshops, to assist communities in understanding and using the maps.
 - ii) inform coordinators about HELP's Community Asset Mapping Framework, assist them to identify and find asset/resource data, provide training and guidance in the uptake and use of HELP's data templates and the preparation of data for submission to HELP for mapping.
 - iii) continue to develop and enhance the ECD Mapping Portal and Community Mapping Stations to facilitate locally based, Web access to customized map creation, and to integrate with other mapping activities.
 - iv) provide strategies and tools for the use of HELP's maps, data and reports in mobilization and early child development planning.
- d) Work with Aboriginal provincial and community organizations to:
- i) disseminate findings from the Aboriginal ECD Mapping Project (currently being funded by HELP and led by the BC Aboriginal Child Care Society) to understand the benefits and challenges of community mapping for Aboriginal communities.
 - ii) encourage the uptake and use of the EDI in Aboriginal communities.
 - iii) develop an understanding of the community development and knowledge translation needs of Aboriginal communities regarding early child development.
 - iv) draw on the findings of Success By 6's Aboriginal Engagement Project.

Provincial ECD Mapping Unit: EDI Data Analysis

- e) Provide training sessions/presentations to government (Strong Start, policy makers, staff) on understanding and interpreting the *BC Atlas of Child Development*.
- f) Conduct complex and integrative statistical analysis on EDI data, including:
 - i) Time 1 and Time 2 EDI analysis;
 - ii) detailed analyses on the subsets of the developmental domains;
 - iii) exploring how EDI data are influenced by family, neighbourhood and service factors, e.g., gender differences, teacher differences, demographic changes, community context, etc.;
 - iv) developing models and statistical procedures to explore the determinants of child development and how school readiness is mediated/modified by SES, ethnic, and neighbourhood/school contextual factors; and
 - v) evaluating population-based patterns, trends and influences on healthy child development and developmental vulnerability.

- g) Conduct case studies in select BC communities that examine:
 - i) why some BC communities (e.g. Vernon) achieve better EDI results than one would predict given their socioeconomic status, and why others achieve results that fall below expectations; and
 - ii) why some BC communities (e.g. Kootenays, Prince George) achieve or fall below expectations on child development outcomes than one would predict given the substantial funding investment by MCFD (e.g. infant development programs, family resource programs, learning sites, supported child care, etc.).

Following these case studies, further work would be done to:

 - iii) develop and evaluate research methodologies to help answer these questions; and
 - iv) mobilize relevant community agencies through focus groups, key informant interviews and other qualitative data gathering strategies, and community asset data collection to explore the community characteristics that are contributing to EDI results that exceed SES-informed expectations.
- h) Interface and collaborate with the Data and Support Economic Analysis Branch within the ministry regarding analysis of EDI data.
- i) Hold quarterly EDI Policy meetings with MCFD to discuss upcoming policy needs, and opportunities and challenges for integration with EDI data.
- j) Based on research findings, make recommendations to the ministry regarding ECD resources and allocations to address gaps in services.

Child & Youth Developmental Trajectories Research Unit / Population Health & Learning Observatory

- k) As an immediate priority, work with the ministry to establish a formal data sharing agreement to ensure the development of a reciprocal system of sharing EDI and MCFD data for research, that meets all requirements under the FOIPP.
- l) Create developmental trajectories, using linked health, education, EDI and SES data across BC, and conduct research that can trace child development in BC and provide evidence for the ministry to determine if developmental trajectories are improving over time.
- m) Identify reliable and valid measures, and new methods that can be used in comprehensive longitudinal research to monitor mediators, moderators and outcomes of developmental trajectories.
- n) Liaise with government decision- and policy-makers to convert policy questions into research questions that can be answered with linked data.

- o) Identify new data sources and/or opportunities to expand the information flow on children's development in BC (including children in care, child injury, child care, etc.) and link the data into the Population Health & Learning Observatory.
- p) Explore the integration of Aboriginal children's and families' data to the Child & Youth Developmental Trajectories Database.
- q) Work with pilot communities that have set up data systems (e.g. Qualicum, IDP?) to:
 - i) assess purposes, challenges, benefits – of expanded implementation; and
 - ii) explore opportunities to use the EDI as an outcome measure to compare children who are in programs with those not in programs.
- r) Where there are opportunities to develop a data and linkage system for children when they first encounter a publicly funded ECD (including child care) program, HELP will collaborate with the ministry and provide support and consultation regarding linkage to and inclusion in developmental trajectories analyses.

Early Learning & Care Research Unit

- s) Conduct research and mapping using childcare data to assist the ministry in identifying demographic variations in the provision and use of child care facilities.
- t) Produce policy-relevant analyses about the ecology of early learning and child care in BC, including its place in the broader benefit package available to British Columbian families with children.
- u) Utilize a range of provincial data-sets for analyses, including licensing data, the Child Care Operating Fund, Child Care Subsidy System, Child Care Capital Grants, the resource and referral infrastructure, expenditures on training or professional development, community planning for early learning and care, supported child care, and income assistance for low-income families, etc.
- v) Identify new data sources and opportunities to expand information flow about early learning and care in BC, including information about wages, working conditions, recruitment and retention.
- w) Conduct research on children who are developmentally vulnerable due to biological, medical and/or environmental factors, in consultation with MCFD and community-based programs. The focus of the research is to understand the:
 - i) developmental pathways of children from 0-6;
 - ii) intervention programs for children in this age range (including but not limited to IDP, Supported Child Care, Aboriginal Head Start, etc.);
 - iii) social integration of these children and their families; and

- iv) interplay between the multiple contexts of family, neighbourhood and community factors in communities in which at-risk and non-at-risk children live.
- x) Utilize detailed EDI data and other data sources as early markers to understand the developmental pathways, strengths and challenges of developmentally at-risk children at school entry and in their subsequent early school years.

HELP Affiliate Research

- y) Sustain a network of early child development scholars from the major BC Universities (UBC, UVic, UNBC, SFU, UBCO, TRU) to facilitate interdisciplinary learning and collaboration to ensure that BC is a leader in creating and applying new knowledge in child development to help children thrive.
- z) Conduct research and report to the ministry on developmental achievements in the early years of life that set the stage for continuing success upon entry into school and society.
- aa) Provide seed, pilot, project and recruitment funding for ECD scholars from HELP's partner institutions across BC to facilitate a range of research activities that span the developmental domains and that contribute to HELP's mission: to create, promote and apply new knowledge through interdisciplinary research to help children thrive.
- bb) Carry out a series of studies that are geographically representative of all areas of BC to understand the importance of the social determinants of child health and development in different regions of the Province.
- cc) Respond to emerging federal and provincial opportunities for research grants that will increase the quantity and caliber of early child development research in BC.

ECD Leadership: Outcomes/Strategies

- dd) Take leadership in stimulating the societal response to early child development issues. This would include working with different ministries and sectors to identify the full range of actions with respect to improving early child development, and developing systems of reporting on the progress of BC's children.
- ee) Advise and provide consultation to the ECD Funders Group and Success By 6® initiative on the development of outcome indicators for child development programs and services.

- ff) Advise on other indicators and integrated models to help assess programs and services in support of the National Children's Agenda and how these indicators can be used to inform policy.
- gg) Collaborate with the Canadian Council for Early Child Development, and their Early Childhood Community Leadership Forum, to help create sustainable community improvements in early child development through the development of community hub models.

ECD Leadership: Training and Dissemination

- hh) Make presentations to government, including cabinet, Strong Start Minister's Committee, DMs, and Executive staff regarding HELP's research activities and findings, with a focus on how research can be used to influence policy.
- ii) Convene a yearly forum to stimulate intersectoral collaboration in Early Child Development, with a focus on the way in which research findings can be used to challenge us to think intersectorally and collaborate on potential new research projects. The forum would include senior officials from the five most relevant BC ministries; regional officials from Health Canada and HRDC in charge of ECD programming; Aboriginal leaders; community coordinators of both Provincially and Federally funded community development programs for children; and key members of the voluntary, philanthropic and business sectors.
- jj) Host an annual "HELP Research Day" event to showcase the full-range of HELP-sponsored research activities, and contribute to dissemination regarding research findings. This event will be open to ministry staff.
- kk) Serve as a resource to the ministry by developing a training protocol for regional and central ministry staff on early child development:
 - i) Organize a series of training sessions in regions throughout BC, hosted by local MCFD staff. This could include presentations by HELP staff and Affiliates on early brain development, community development, child health & development research, infant developmental assessments, etc.
 - ll) Play a key leadership role in Knowledge Management around early child development resources and materials (provincial, national and international), including reports, articles, research projects, Web sites, etc., and to make this information accessible via HELP's electronic searchable database and Web site.
- mm) Participate on committees (strategic local, provincial, national) regarding early child development, early learning and care, etc.

Administrative/PR

- nn) Provide the ministry with written updates of research and activities, and meet quarterly with ministry representatives from the Early Childhood Development and the Child Care Branches of the Ministry of Children & Family Development.
- oo) Develop and submit to the Executive Director, ECD & Child Care Policy, Ministry of Children and Family Development, a written work plan of proposed yearly activities. The first annual work plan will be submitted on April 30, 2006.
- pp) Notify the ministry reasonably in advance of research announcements or public presentations of the research or other work related to EDI and other ministry ECD programs to provide the opportunity for ministry participation.

Schedule "B"**Payment Schedule****Financial Contribution Payments:**

1. Pursuant to paragraph 2.01, the Province will make twelve (12) payments, each in the amount of \$625,000, to the University as follows:
 - (i) On May 15, 2006; and
 - (ii) quarterly thereafter in the fiscal year of the Province during the Term: that is, on September 30, 2006; December 31, 2006; March 31, 2007.; June 30, 2007; September 30, 2007; December 31, 2007; March 31, 2008; June 30, 2008; September 30, 2008; December 31, 2008; March 31, 2009.
2. Notwithstanding paragraph 1 of this Schedule, in no event will the financial contribution payments payable to the University, in accordance with paragraph 1 of this schedule, exceed in the aggregate, \$2,500,000, in the fiscal year of the Province and \$7,500,000 for the Term.

WORKPLAN 2006-07 Draft

Key Activities	Timeline	Responsibility
Aboriginal Community Liaison Coordinator		
Engage First Nations schools to participate in the EDI (and provide administrative follow up when they do)	May – 2006 ongoing	J Tollefsen
<ul style="list-style-type: none"> Update Band school contact/ mailing list Compose letter of introduction of myself and the EDI for the band schools Plan Community visits 		
Determine which Band and Independent schools need to be contacted for EDI 2006 implementation	June - July 2006	J Schroeder, J Tollefsen
Communicate with Aboriginal ECD & school organizations re: EDI 2006 implementation in Band Schools	July 2006 - ongoing	J Schroeder, J. Tollefsen
Follow-up with school districts, Band and Independent schools re: procedures for EDI and e-EDI 2006-7	Sept - Oct 2006 (+ ongoing negotiation)	J Tollefsen, J Schroeder
Assist districts/band/indep schools with database preparation	Oct - Nov 2006	J Tollefsen and Unit Administrator
Assist districts/band/indep schools with e-EDI preparation	Oct - Nov 2006	J Tollefsen and Research Assistant
Distribute 2006/7 maps, school reports, summaries, FSA maps, etc	Oct 2006	Unit Administrator, J Tollefsen, J Schroeder
Develop the Advisory process for the Aboriginal EDI mapping	June -July 2006	J Tollefsen
<ul style="list-style-type: none"> Include community players from Head Start, kindergarten teachers from a variety of band schools from rural to more urban settings, etc. Include stakeholders/ coalitions Outline goals, administration and objectives of the advisory board Guide the EDI towards a more culturally meaningful and appropriate process for the First Nation Communities. 		
Write a chapter for the toolkit - Community Asset Mapping in Aboriginal communities. This will include a revision of the two asset mapping workbooks - we will work with	November 06 to March 07	J Tollefsen

WORKPLAN 2006-07 Draft

two communities to guide the revisions

- Possibly include Bella Bella and Cowichan/Quw'utsun Smuneeem schools in guidance of revisions.
- Identify assets specific to Aboriginal communities and cultural activities.
-

Develop and give presentations to Aboriginal communities and organizations re: EDI, mapping, ECD service planning etc.

June – 2006
ongoing

J Tollefsen

- Review all maps and stats with Aboriginal content for possible presentation tools.
- Create culturally sensitive ways of discussing/presenting vulnerable results.
- Refining the community dissemination strategy to empower communities to make the best use of the EDI results in local planning processes without marginalizing communities with high vulnerabilities.

Design community development training tools/resources to be used by communities to a) understand the maps, b) present the maps, and c) use the maps for local program planning and community development.

Ongoing

J Schroeder, J
Tollefsen

Develop an Aboriginal Advisory process for mapping activities

Ongoing

J. Schroeder, J.
Tollefsen

WORKPLAN 2006-07 Draft

Outcomes:

- Production of a series of maps and reports that are used by schools, communities and government to influence program planning and evaluation.
- Advanced understanding of the influence of socioeconomic, community and societal factors on child health and development.
- Increased understanding of the differences that “make a difference” for child development.
- Identification of economic factors, gaps in services and recommendations for shifting services to maximize children’s growth and development.
- Increased community collaboration and partnerships around ECD.
- Increased participation of Band Schools and specific attention to Aboriginal mapping and community development.



BRITISH
COLUMBIA

Ministry of Children
and Family Development

REQUEST FOR CONTRACT APPROVAL

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Help Desk, Finance and Administration Branch, (250)953-4380, PO Box 9760 Stn Prov Govt, Victoria, B.C. V8W 9S4.

CLIFF # 152432

The CF2511 is divided into three parts. Only one form needs to be completed for each solicitation/contract. For assistance in completing this form, please contact your Regional Financial Manager or the Contracted Services Branch.

Instructions for Completing the Form

1. For a direct award, or contract from a bidder's list, *complete Parts One and Two.*
2. For an RFP, RFQ or other competitive process *complete only Part One.*
3. Prior to awarding any contract resulting from a competitive process, *complete Part Two and attached approved Part One.*
4. For Modification Agreements, *complete Part Three and attached approved Parts One and Two.*

PART ONE - SOLICITATION

1. ☐ Professional Services Contract (STOBs 60, 61, 63, 2000) ☒ Service Delivery Contract (STOBs 65, 69, 75, 79, 80)

CONTRACT ADMINISTRATOR Loreen O'Byrne	PHONE NUMBER (250) 387-2002	ESTIMATED DOLLAR VALUE (INCLUDING FEES AND EXPENSES) 7,500,000
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RESP XLR	SERVICE LINE 15050	STOB(S) 8009	PROJECT 1800000	CONTRACT # XLR2065000
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DESCRIPTION OF SERVICES REQUIRED

Human Early Learning Partnership at the University of British Columbia

2. RATIONALE FOR CONTRACT (check yes or no for each question)

- | | | |
|-------------------------------------|-------------------------------------|---|
| YES | NO | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | a. Least costly alternative |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | b. Specialized knowledge techniques not available in government |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | c. Additional resource requirement to meet peak load situations or respond to emergencies |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | d. Objectivity, independence of external source required |

3. BUSINESS CASE (please attach to completed form)

Required for service contracts greater than \$50,000. Must include a cost benefit analysis comparing the cost of contracting out with the cost of providing the service in-house. Provide any other information to support the need for this contract.

- ☐ Business Case is Attached ☒ Not Applicable

4. PROPOSED PROCUREMENT PROCESS (check all that apply)

- ☐ Request for Proposal (RFP) ☐ Written or Verbal Quotes (a minimum of 3 for contracts of \$100,000 or less)
☐ Request for Qualifications (RFQ) ☐ Request for Expression of Interest ☐ Request for Information (RFI)
☐ Invitation to Quote (ITQ) ☐ Selected from Bidder's List ☐ Corporate/Ministry Supply Arrangement
☒ To be posted on BC Bid - mandatory for contracts over \$100,000 unless exempt by the Agreement on Internal Trade
☒ Direct Award. Refer to Core Policy Manual section 6.3.3 http://www.fin.gov.bc.ca/ocg/fmb/manuals/cpm/06_procurement.htm#1633

If you intend to directly award a Professional Service Contract, at least one of the following criteria MUST be met and approval of the Executive Committee is required. Check all that apply:

- ☒ The contract is with another government organization
- ☒ The ministry can strictly prove that only one contractor is qualified to provide the services*
- ☐ An unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process
- ☐ A competitive process would interfere with the ministry's ability to protect human life or health
- ☐ 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 the public interest

* If direct awarding contracts \$50,000 and up solely on the basis that only one contractor is qualified, a **Notice of Intent (NOI)** must be posted on BC BID. NOI to be Posted? ☒ YES ☐ NO

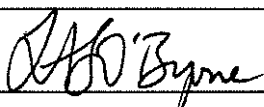
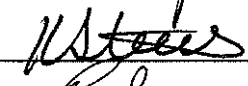



ADDITIONAL JUSTIFICATION FOR DIRECT AWARD

5. PRE-CONTRACT APPROVAL REQUIREMENTS (check one response for each question)

YES NO N/A

- ☒ ☐ ☐ a. Have proposal criteria been established and included in the solicitation document (if applicable)
- ☒ ☐ ☐ b. Are funds available in the budget?
- ☐ ☐ ☒ c. For new programs and systems only: Has a Privacy Impact Assessment (PIA) been initiated? (Contact Information Systems Branch, Information Operations)

6. APPROVALS

APPROVING AUTHORITY - PART ONE	SIGNATURE	DATE SIGNED (YYYY/MM/DD)	COMMENTS
Expense Authority - I hereby certify that this request meets all applicable government and ministry policies		2006.03.21	
Div. Contract Specialist (Professional Services only) <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Rejected		2006.05.27	
Assistant Deputy Minister <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Rejected		06/03/23	
Regional/Headquarters Finance Manager <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Rejected		2006/3/23	
Executive Financial Officer <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Rejected		2006/3/24	

PART TWO - CONTRACT

A draft contract is to be included with each completed CF2511 (include all schedules)

NAME OF PAYEE/CONTRACTOR Human Early Learning Partnership (HELP)	VENDOR #
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1. CONTRACT APPROVAL REQUIREMENTS (check one response to each question)

YES NO

- ☒ ☐ a. Have deliverables been established and included in the contract (if applicable)?
- ☐ ☒ b. Has a contract evaluation process been established?
- ☐ ☒ c. Is the contractor or any employee involved in the process exposed to an actual, perceived or potential conflict of interest as a result of this contract?
- ☐ ☒ d. Would this contract create an actual or perceived employer/employee relationship? For more information, consult the federal government website:
http://www.ccr-a-drc.gc.ca/tax/business/topics/payroll/calculation/selfemployed/menu_e.html.
- ☒ ☐ e. Does contract language meet records management standards relating to ownership and management of records produced under this contract and subsequent privacy and access issues?
(Contact Ministry Records Officer for advice)

2. PAYMENTS (check all that apply):

☐ By Deliverable ☐ Hourly rate ☐ Daily Rate ☐ One Time Only ☒ Other (please describe) Quarterly

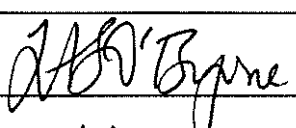


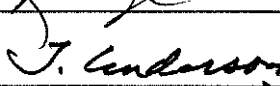
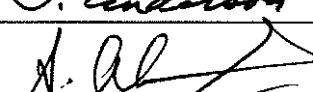
PROVIDE JUSTIFICATION FOR PAYMENTS NOT BASED ON DELIVERABLES IN FULL/PART (FOR BOTH HOURLY AND DAILY RATES)

Twelve (12) payments, each in the amount of \$625,000, to the University as follows:
(i) On May 15, 2006 (ii) quarterly thereafter in the fiscal year of the province (\$2,500,000 each fiscal year) and \$7,500,000 for the Term.

3. CONTRACT VALUES

FROM (YYYY/MM/DD)	TO (YYYY/MM/DD)	MAXIMUM FEES	MAXIMUM EXPENSES	TOTAL
2006/04/01	2009/03/31	\$7,500,000.00	\$	\$7,500,000.00

4. APPROVALS

APPROVING AUTHORITY - PART TWO	SIGNATURE	DATE SIGNED (YYYY/MM/DD)	COMMENTS
Expense Authority - I hereby certify that this request meets all applicable government and ministry policies		2006.03.24	
Div. Contract Specialist <input checked="" type="checkbox"/> Recommended (Professional Services only) <input type="checkbox"/> Rejected		2006.03.22	
Assistant Deputy Minister <input type="checkbox"/> Recommended <input type="checkbox"/> Rejected		06/03/23	
Regional/Headquarters Finance Manager <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Rejected		2006/3/23	
Executive Financial Officer <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Rejected		2006/3/24	

PART THREE - MODIFICATION AGREEMENT

1. CONTRACT VALUES (modified)

	FROM (YYYY/MM/DD)	TO (YYYY/MM/DD)	MAXIMUM FEES	MAXIMUM EXPENSES	TOTAL
Initial Contract			\$	\$	\$
Modification #1 (if required and approved)			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Total Amount (cumulative value of Initial contract and any modifications)			\$	\$	\$

2. RATIONALE FOR MODIFICATION

Provide justification for approval of modification agreement. For example, identify factors (internal or external) that were not known at the time of the original procurement process and contract execution that have necessitated this modification.

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3. APPROVALS

APPROVING AUTHORITY - PART TWO	SIGNATURE	DATE SIGNED (YYYY/MM/DD)	COMMENTS
Expense Authority - I hereby certify that this request meets all applicable government and ministry policies			
Div. Contract Specialist <input type="checkbox"/> Recommended (Professional Services only) <input type="checkbox"/> Rejected			
Assistant Deputy Minister <input type="checkbox"/> Recommended <input type="checkbox"/> Rejected			
Regional/Headquarters Finance Manager <input type="checkbox"/> Recommended <input type="checkbox"/> Rejected			
Executive Financial Officer <input type="checkbox"/> Approved <input type="checkbox"/> Rejected			

Schedule "A"

Project (2006-09)

1. The University will, through the Human Early Learning Partnership (HELP), cause the Project to be carried out as follows:

Provincial ECD Mapping Unit: EDI Data Collection and Community Development

- a) Work with school districts in British Columbia (BC) to measure the development of all Kindergarten children in BC using the Early Development Instrument (EDI) and link the results to research on child resiliency. The implementation of the EDI is currently set on a three-year rollout.

For each participating school district, HELP will:

- i) provide training, where required, for kindergarten teachers who are to administer the EDI.
- ii) collect EDI data from school districts and ensure data is complete and ready for analysis, and is linkable.

- b) Work with School districts who implemented the EDI in February 2006 to map the results of the Early Development Instrument. A minimum of forty (40) School Districts have signed agreements to collect data in February 2006.

For each school district participating who implemented the EDI in Feb 2006, HELP will provide:

- i) compensation to school boards for the teachers' release time to attend trainings and complete the surveys.
- ii) electronic input of data.
- iii) neighbourhood-based maps of the EDI results and socio-demographic data.
- iv) a community summary of the mapping results.
- v) a locally- or regionally-based presentation of the mapping results, and a powerpoint presentation useful for local dissemination.
- vi) electronic copies of maps, summaries and powerpoint presentations to be posted on HELP's website to ensure public access.

Note: Where communities are designated *Understanding the Early Years* sites, HELP will coordinate the activities noted above with their community coordinator.

- c) Work with the existing network of local intersectoral ECD coalitions ("mobilized communities"), including Children First Initiatives, First Call, Success by Six and Understanding the Early Years, throughout the province to facilitate asset/resource mapping, and its use in planning and policy, in communities and regions across BC. HELP will:

- i) coordinate regional mapping workshops, to assist communities in understanding and using the maps.
- ii) inform coordinators about HELP's Community Asset Mapping Framework, assist them to identify and find asset/resource data, provide training and guidance in the uptake and use of HELP's data templates and the preparing data for submission to HELP for mapping.
- iii) continue to develop and enhance the ECD Mapping Portal and Community Mapping Stations to facilitate locally-based, web-access to customized map creation, and to integrate with other mapping activities.
- iv) provide strategies and tools for the use of HELP's maps, data and reports in mobilization and early child development planning.

Provincial ECD Mapping Unit: Aboriginal Engagement

- e) Hire an Aboriginal coordinator to help build community/academia relationships.
- f) Within the first 6 months of the agreement, initiate the development of a formal MOU or partnership with First Nation Band Schools or other key Aboriginal organizations to work in partnership to implement the EDI in all First Nation Band Schools.
- g) Establish an Aboriginal Advisory Committee to work with HELP to ensure culturally appropriate approaches, principles and protocols for working with Aboriginal communities and to help identify research questions.
- h) Work with Aboriginal provincial and community organizations:
 - a) to conduct pilot studies using the ECD Mapping Project as a model to understand the benefits and challenges of community mapping for Aboriginal communities.
 - b) to develop a strategy to train Aboriginal communities in asset mapping.
 - c) to develop an understanding of the community development and knowledge translation needs of Aboriginal communities regarding early child development.
 - d) to draw on the findings of Success by 6's Aboriginal Engagement Project.
- i) Engage Aboriginal leaders to increase awareness and use of EDI and community maps and to discuss research needs.
- j) To establish linkages with BC Aboriginal ECD Chairs and other Aboriginal research consortiums.

Provincial ECD Mapping Unit: EDI Data Analysis

- k) Provide training sessions/presentations to government (Strong Start, policy makers, staff) on understanding and interpreting the BC Atlas of Child Development.
- l) To conduct complex and integrative statistical analysis on EDI data, including:
 - a) Time 1 and Time 2 EDI analysis
 - b) to conduct detailed analyses on the subsets of the developmental domains
 - c) to explore how EDI data is influenced by family, neighbourhood & service factors, e.g., gender differences, teacher differences, demographic changes, community context, etc.
 - d) to develop models and statistical procedures to explore the determinants of child development and how school readiness is mediated/modified by SES, ethnic, and neighbourhood/school contextual factors.
 - e) to evaluate population-based patterns, trends and influences on healthy child development and developmental vulnerability.
- m) To conduct a case studies in select BC communities that examine:
 - a) why some BC communities (e.g. Vernon) achieve better EDI results than one would predict given their socioeconomic status, and why others achieve results that fall below expectations.
 - b) why some BC communities (e.g. Kootenays, Prince George) achieve or fall below expectations on child development outcomes than one would predict given the substantial funding investment by MCFD (e.g. infant development programs, family resource programs, learning sites, supported child care, etc.).
 - c) to develop and evaluate research methodologies to help answer these questions.
 - d) to mobilize relevant community agencies through focus groups, key informant interviews and other qualitative data gathering strategies, and community asset data collection to explore the community characteristics that are contributing to EDI results that exceed SES-informed expectations.
- n) To interface and collaborate with the Data and Support Economic Analysis Branch within the Ministry regarding analysis of EDI data.
- o) To hold quarterly EDI Policy meetings with MCFD to discuss upcoming policy needs, and opportunities and challenges for integration with EDI data.
- p) Based on research findings, make recommendations to the Ministry regarding ECD resources and allocations to address gaps in services.

Child & Youth Developmental Trajectories Research Unit / Population Health & Learning Observatory

- q) As an immediate priority, to work with the Ministry to establish a formal data sharing agreement to ensure the development of a reciprocal system of sharing EDI and MCDFD data for research, that meets all requirements under the FOIPP.
- r) Create developmental trajectories, using linked health, education, EDI, and SES data across BC, and conduct research that can trace child development in BC and provide evidence for the Ministry to determine if developmental trajectories are improving over time.
- s) To identify reliable and valid measures, and new methods that can be used in comprehensive longitudinal research to monitor mediators, moderators and outcomes of developmental trajectories.
- t) To liaise with government decision- and policy-makers to convert policy questions into research questions that can be answered with linked data.
- u) Identify new data sources and/or opportunities to expand the information flow on children's development in BC (including children in care, child injury, child care, etc.) and link the data into the Population Health & Learning Observatory.
- v) Explore the integration of Aboriginal children and families data to the Child & Youth Developmental Trajectories Database.
- w) Work with pilot communities that have set up data systems (e.g. Qualicum, IDP?) to:
 - a) assess purposes, challenges, benefits - of expanded implementation
 - b) explore opportunities to use the EDI as an outcome measure to compare children who are in programs and not in programs.
- x) Where there are opportunities to develop a data and linkage system for children when they first encounter a publicly funded ECD (including child care) program, HELP will collaborate with the Ministry and provide support and consultation regarding linkage to and inclusion in developmental trajectories analyses.

Early Learning & Care Research Unit

- y) Conduct child care research and mapping to assist the Ministry in identifying demographic variations in the provision and use of child care facilities and assist in answering policy questions.
- z) Utilize a range of relevant provincial data (see data sharing agreement "q" above) to produce policy-relevant analyses about the ecology of early learning and child

care in BC, including its place in the broader benefit package available to British Columbian families with children.

- z) Identify new data sources and opportunities to expand information flow about early learning and care in BC, including information about wages, working conditions, recruitment, and retention.
- aa) To conduct research on children who are developmentally vulnerable due to biological, medical and/or environmental factors, in consultation with MCFD and community-based programs. The focus of the research is to understand:
 - a) the developmental pathways of children from 0-6;
 - b) the intervention programs for children in this age range (including but not limited to IDP, Supported Child Care, Aboriginal Head Start, etc.);
 - c) the social integration of these children and their families; and
 - d) the interplay between the multiple contexts of family, neighbourhood, and community factors in communities in which at-risk and non-risk children live.
- bb) To utilize detailed EDI data and other data sources as early markers to understand the developmental pathways, strengths and challenges of developmentally at-risk children at school entry and in their subsequent early school years.

HELP Affiliate Research

- cc) Sustain a network of early child development scholars from the major BC Universities (UBC, UVic, UNBC, SFU, UBCO, TRU) to facilitate interdisciplinary learning and collaboration to ensure that BC is a leader in creating and applying new knowledge in child development to help children thrive.
- dd) Conduct research and report to the Ministry on developmental achievements in the early years of life that set the stage for continuing success upon entry into school and society.
- ee) Provide seed, pilot, project and recruitment funding for ECD scholars from HELP's partner institutions across BC to facilitate a range of research activities that span the developmental domains and that contribute to HELP's mission: to create, promote and apply new knowledge through interdisciplinary research to help children thrive.
- ff) Carry out a series of studies that are geographically representative of all areas of BC to understand the importance of the social determinants of child health and development in different regions of the province.
- gg) Respond to emerging federal and provincial opportunities for research grants that will increase the quantity and caliber of early child development research in BC.

ECD Leadership: Outcomes/Strategies

- hh) Take leadership in stimulating the societal response to early child development issues. This would include working with different ministries and sectors to identify the full range of actions with respect to improving early child development, and developing systems of reporting on the progress of BC's children.
- ii) Advise and provide consultation to the ECD Funders Group and Success by 6 initiative on the development of outcome indicators for child development programs and services.
- jj) Advise on other indicators and integrated models to help assess programs and services in support of the National Children's Agenda and how these indicators can be used to inform policy.
- kk) Collaborate with the Canadian Council for Early Child Development, and their Early Childhood Community Leadership Forum, to help create sustainable community improvements in early child development through the development of community hub models.

ECD Leadership: Training and Dissemination

- ll) Make presentations to government, including cabinet, Strong Start Minister's Committee, DMs, and Executive staff regarding HELP's research activities and findings, with a focus on how research can be used to influence policy.
- mm) Convene a yearly forum to stimulate intersectoral collaboration in Early Child Development, with a focus on the way in which research findings can be used to challenge us to think intersectorally and collaborate on potential new research projects. The forum would include senior officials from the five most relevant BC ministries; regional officials from Health Canada and HRDC in charge of ECD programming; Aboriginal leaders; community coordinators of both Provincially and Federally funded community development programs for children; and key members of the voluntary, philanthropic, and business sectors.
- nn) Host an annual "HELP Research Day" event to showcase the full-range of HELP-sponsored research activities, and contribute to dissemination regarding research findings. This event will be open to Ministry staff.
- oo) Serve as a resource to the Ministry by developing a training protocol for regional and central Ministry staff on early child development:
 - a. Organize a series of training sessions in regions through out BC, hosted by local MCFD staff. This could include presentations by HELP staff and

Affiliates on: early brain development, community development, child health & development research; infant developmental assessments, etc.

- pp) To play a key leadership role in Knowledge Management around early child development resources and materials (provincial, national and international), including reports, articles, research projects, websites, etc. and to make this information accessible via HELP's electronic searchable database and website.
- qq) To participate on committees (strategic local, provincial, national) regarding early child development, early learning and care, etc., and committees.

Administrative/PR

- rr) Provide the Ministry with written updates of research and activities, and meet quarterly with Ministry representatives from the Early Childhood Development and the Child Care Branches of the Ministry of Children & Family Development.
- ss) Develop and submit to the Executive Director, ECD & Child Care Policy, Ministry of Children and Family Development a written work plan of proposed yearly activities. The first annual work plan will be submitted on April 30, 2006.
- tt) Notify the Ministry reasonably in advance of research announcements or public presentations of the research or other work related to EDI and other Ministry ECD programs to provide the opportunity for Ministry participation.



Solicitation #

Issue Date: February 21, 2006

Closing Date: February 28, 2006.

Ministry of Children and Family Development

Notice of Intent to Contract

Notice is hereby given by the Ministry of Children and Family Development (Ministry) of the intent to contract with the Human Early Learning Partnership (HELP) based out of the University of British Columbia. HELP is a multi-university consortium that addresses early childhood development and research issues.

The term of the proposed contract will be April 1, 2006 to March 31, 2009; the contract value will not exceed \$7,500,000.

The Ministry requires the services of an academic consortium with the depth of resources to represent the full range of disciplines that contribute to the research base of early childhood development and have an understanding of the British Columbia context. The consortium must have the capability to assist the Ministry to build a research infrastructure to support a "system" of child development for the whole population of BC, and be responsible for the administration and support for the research infrastructure, community support, development of outcomes and evaluation processes.

The Ministry of Children and Family Development chose not to call for vendor proposals for the following reasons:

- HELP is the only consortium known to have the capability and resources necessary to meet the requirements of the Ministry.
- HELP has unique expertise and experience in administering and analyzing the Early Development Instrument in British Columbia which will form the baseline for other related research activities.
- HELP has conducted the EDI in every school district in British Columbia and is now preparing to assist the Ministry in using the information strategically and for the benefit of communities as a follow-up to their previous activities.

- HELP is made up of researchers from the four major British Columbia universities and includes researchers from the following disciplines: epidemiology, geography, education, psychology, biology, speech and language sciences, pediatrics, sociology and public health.
- HELP is in a unique position to bring the peri-natal database, children-in-care database and the child injury file into the BC Linked Health Database.
- HELP is linked to the Ministry Children First Initiatives in BC, which will provide information to create longitudinal data sets from the existing BC linked data system and help determine if developmental trajectories are improving over time.

Vendors who wish to object to this decision, should provide, in writing, their objections to **Loreen O'Byrne, Director**, Early Childhood Development at the Ministry by facsimile at (250) 356-2528 **on or before 2 P.M. pacific time, February 28, 2006**. Vendors should provide specific reasons for their objection. If justified, the Purchasing Services Branch, Ministry of Management Services will convene a meeting with Ministry representatives and the vendors to receive vendor representation concerning this contract.

Vendor ability to provide the required services and skills at a lower cost in the same timeframe will be the key criterion with regard to the consideration of vendor objections.

For More Information Contact:

Loreen O'Byrne, Director, Early Childhood Development Branch, MCFD
 Ph: 250-387-2002
 Fax: 250-356-2528
 Email: Loreen.Obyrne@gov.bc.ca

CONTRIBUTION AGREEMENT (XLR2065000)
(FUNDING PERIOD APRIL 1, 2005 - MARCH 31, 2006)

THIS CONTRIBUTION AGREEMENT dated for reference the 1st day of April, 2005.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
 BRITISH COLUMBIA, represented by the Ministry of Children and
 Family Development (the "Province")

OF THE FIRST PART

AND:

THE UNIVERSITY OF BRITISH COLUMBIA having an office at 2075
 Wesbrook Mall, City of Vancouver, Province of British Columbia, V6T
 1W5 (the "University")

OF THE SECOND PART

WHEREAS:

- A. The University is participating in the Human Early Learning Partnership (HELP), a multi-disciplinary research consortium of Universities in British Columbia, and has requested funding by way of a financial contribution from the Province, for the project (Project) described in Schedule "A".
- B. The Province wishes to provide funding for the Project to obtain the benefit of the Project for its Early Childhood Development planning and initiatives, including the results of research in the area of early childhood development and current research in the implementation of early childhood development programs and to obtain baseline measures of the learning readiness of British Columbia's kindergarten students.
- C. It is a condition of the Province agreeing to provide funding to the University for the Project that the University agrees to the terms set forth in this Agreement.

THEREFORE THIS AGREEMENT WITNESSES that the parties agree as follows:

TERM

- 1.01 The term (Term) of this Agreement will commence on April 1, 2005, notwithstanding the actual date of execution and delivery of this Agreement, and will end on March 31, 2006, unless sooner terminated by the Province.

FINANCIAL CONTRIBUTION

- 2.01 For so long as the University causes the Project to be carried out to the satisfaction of the Minister and subject to the terms of this Agreement, the Province will provide financial assistance (the "Financial Contribution") to the University in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.

PURPOSES

- 3.01 The University will use the Financial Contribution to carry out the Project (the "Purposes").
- 3.02 At the request of the Province, the University will provide proof, to the Province's satisfaction, that the University has used the Financial Contribution for the Purposes.

RELATIONSHIP

- 4.01 The University will be an independent contractor and not the servant, employee or agent of the Province or the Minister.
- 4.02 The University will not in any manner whatsoever commit or purport to commit either or both the Province or the Minister to the payment of money to anyone.

THE UNIVERSITY'S OBLIGATIONS

- 5.01 The University will cause:
- (a) the Project to be carried out in accordance with the terms of this Agreement;
 - (b) at the request of the Province, fully inform the Province of the work done and to be done in connection with the Project;
 - (c) at the request of the Province and in accordance with the *Freedom of Information and Protection of Privacy Act*, permit the Province at all reasonable times to examine and copy the records and the materials referred to in paragraphs 6.01, 7.01 and 7.03;
 - (d) expend funds received as the Financial Contribution in accordance with the terms of this Agreement and only for the purpose of carrying on the Project;
 - (e) take all reasonable steps to ensure that any employee, agent, officer, director or subcontractor of the University engaged in the Project will 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 University's duties to that person and the University's duties under this Agreement;

- (f) observe, abide by and comply with all laws, by-laws, orders, directions, rules and regulations of any competent government authority or branch or agency thereof directly or indirectly applicable to the University or this Agreement;
- (g) cooperate with the Province in making such public announcements regarding the Project and the details of this Agreement as the Province sees fit; and
- (h) acknowledge the financial contribution made by the Province to the University for the Project in written or other media produced as a result of the Project.

RECORDS AND REPORTS

- 6.01 The University will establish and maintain accurate books of account and records (including supporting documents) in relation to the Project in form and content satisfactory to the Province and, at the request of the Province, cooperate in any audit by the Province of those accounts and records.
- 6.02 Upon request of the Province, the University will fully inform the Province of the work done and to be done in connection with the Project.
- 6.03 The University will provide to the Province the reports, studies and other documentation caused to be produced or compiled for the Project as contemplated in Schedule "A" forthwith on production or compilation thereof.

OWNERSHIP

- 7.01 Copyright in the material produced or developed or caused to be produced or developed by the University as a result of this Agreement (the University's Material) shall belong exclusively to the University or its designate and without restricting the generality of the foregoing, the Province will, upon request of the University, deliver to the University such documentation as the University may reasonably require confirming vesting of the copyright in the University or its designate.
- 7.02 The University hereby grants or will cause to be granted to the Province on creation of the said material, an irrevocable, non-exclusive, royalty free, world wide licence to use and copy the University's Material and the University will execute or cause to be executed all such documents as the Province may reasonably require confirming and perfecting the grant of such licence to the Province.

- 7.03 All material that has been provided by or at the direction of the Province to the University as a result of this Agreement (the Province's Material) will remain the exclusive property of the Province. The University will immediately deliver it to the Province upon the Province's request.
- 7.04 The University will, in accordance with the *Freedom of Information and Protection of Privacy Act*, treat as confidential all personal information, as defined in that Act, contained in the Province's Material or otherwise obtained by the University as a result of this Agreement and in addition, without limiting the foregoing, the University will
- (i) treat as confidential all information or material supplied as a result of this Agreement to the University by the Province and marked by the Province as confidential, and
 - (ii) not permit the publication, release or disclosure of the same without the prior written consent of the Province.
- 7.05 Subject to the provisions of the preceding paragraph, the University will not publish or have published the results of the research carried out under this Agreement unless the University has provided 20 days written notice to the Province, of the intended publication, together with a copy of the publication or if a copy of the publication is not yet available at the time of the required notice, a summary of the content of the publication. Nothing in this paragraph will prevent or restrict disclosure at any time to an academic supervisor or appraiser for the sole purpose of academic evaluation, provided the University ensures that the latter are bound by this Agreement's provisions of confidentiality.
- 7.06 If the University publishes any information, materials or reports under the provisions of the preceding paragraph, the University will include in such publication the following clause and notice:
- "The views presented in the article (or other appropriate description of the publication) are solely those of the author and do not represent the policy of the Province."

ASSIGNMENT

- 8.01 The University will not, without the prior written consent of the Province assign directly or indirectly this Agreement or any right under this Agreement.

INDEMNITY

- 9.01 The University will indemnify and save harmless the Province, its employees and agents from and against any and all liabilities, losses, claims, damages, actions, courses of action, costs and expenses that the Province may sustain, incur, suffer or be put to that in any way arise out of anything done or omitted to be done in respect of the Project, the Purposes, the Financial Contribution or any other act or

omission by the University, its servants, employees, agents, contractors, invitees or licensees in connection with this Agreement, except liability arising out of any independent negligent act of the Province, its employees or agents.

TERMINATION

- 10.01 Notwithstanding any other provision of this Agreement, if the University fails to comply with any provision of this Agreement then, in addition to any other remedies available to the Province, the Province may, at its option, terminate this Agreement by the Province giving written notice of termination to the University and when such option is exercised, the Province will be under no further obligation to the University except to pay to the University such amount of the Financial Contribution as the University may be entitled to receive, pursuant to Schedule "B" attached to this Agreement, to the date the said notice is given to the University.
- 10.02 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time upon 90 days written notice delivered to the party to whom notice is given at the address set out in paragraph 11.01, or at such shorter time and in such manner as may be agreed upon by the parties.
- 10.03 In the event of early termination of this Agreement, other than under paragraph 10.01, the Province will, on submission by the University of a full accounting, satisfactory to the Province, for the application of the amount of the Financial Contribution paid to the date of notice of termination, pay those costs and liabilities relating to the Project which have, in the opinion of the Province, been necessarily and reasonably incurred by the University as of the date of receipt, in accordance with paragraph 11.01, of such notice of termination. For greater certainty, provided the University has taken all reasonable steps to mitigate the same, such costs and liabilities shall include all non-cancellable obligations including payments in lieu of reasonable notice for technicians, graduate students and other staff assigned to the Project.

NOTICE

- 11.01 Any notice, document, waiver, statement, report or demand that either party may desire or be required to give or deliver to the other will be in writing and conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of delivery or, if mailed on the fifth business day after the mailing the same in British Columbia by prepaid post addressed,

if to the Province:

Ministry of Children and Family Development
PO Box 9778 Stn Prov Govt
Victoria BC V8W 9S5

Attention: Loreen O'Byrne

and if to the University:

Industry Sponsored Research
University-Industry Liaison Office
2194 Health Sciences Mall
Vancouver BC V6T 1Z3

Attention: Mr. Angus Livingstone

For financial purposes:

Manager, Research and Trust Accounting
UBC Financial Services
2075 Wesbrook Mall
Vancouver BC V6T 1W5

Attention: Ms. Jenny Lum

For technical matters:

Human Early Learning Partnership
320 – 2206 East Mall
Vancouver BC V6T 1Z3

Attention: Ms. Jacqueline Smit Alex

- 11.02 Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of paragraph 11.01, be deemed to be the address of the party giving such notice.
- 11.03 Any notice, report, direction or document transmitted by facsimile transmission from either party will be conclusively deemed validly given to and received by the intended recipient when so transmitted to the facsimile numbers the parties so advise.

APPROPRIATION

12.01 Notwithstanding any other provision of this Agreement the payment of money by the Province to the University under this Agreement is subject to:

(a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* R.S.B.C. 1996, c.138 to enable the Province, in any fiscal year or part thereof when any Payment by the Province to the University falls due under this Agreement, to make that Payment; and

(b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

NON-WAIVER

13.01 No provision of this Agreement and no breach by the University of any such provision will be considered to have been waived unless such waiver is in writing by the Province.

13.02 The written waiver by the Province of any breach by the University of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the University of the same or any other provision of this Agreement.

GENERAL

14.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

14.02 Nothing in this Agreement is or operates as a consent, permit, approval or authorization by the government of the Province of British Columbia or any ministry, office, branch or agency thereof to or for anything related to the Project that, by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

14.03 Time is of the essence in this Agreement.

14.04 Any alteration or amendment to the terms and conditions of this Agreement must be in writing and duly executed by both parties.

14.05 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes and replaces any agreements or undertakings regarding the subject matter of this

Agreement entered into, made or given by the parties prior to the date this Agreement is deemed to come into force.

- 14.06 If any provision of this Agreement is found to be invalid, illegal or unenforceable it will be severable from this Agreement and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.
- 14.07 All provisions of this Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, will survive the expiration or sooner termination of this Agreement.
- 14.08 This Agreement will be binding upon the Province and its assigns and the University, its successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

SIGNED AND DELIVERED on behalf of)
 her Majesty the Queen in right of the)
 Province of British Columbia by a duly)
 authorized representative of the Ministry of)
 Children and Family Development on the)
22nd day of ~~January~~, 2005,)
February)
L. Byrne)
 Authorized Representative)
Director, E. C. D.)
 Title

SIGNED AND DELIVERED on behalf of)
 the University of British Columbia by an)
 authorized signatory of the University on the)
11 day of ~~January~~, 2005,)
February)
[Signature])
 Authorized Signatory)
[Signature])
 Title

[Signature])
 David Dolphin)
 Acting VP Research)
 The University of British Columbia)
Feb 14 2005)
 Date

Schedule "A"

1. The University will, through the Human Early Learning Partnership (HELP), deliver the following projects to completion:

ECD Mapping Project

- a) Work with school districts in British Columbia (BC) to measure the development of all Kindergarten children in BC using the Early Development Instrument (EDI) and link the results to research on child resiliency. The implementation of the EDI is currently set on a three-year rollout and up to thirty-five (35) School Districts will be invited to participate in the February 2006 data collection.

For each participating school district, HELP will:

- i) provide training to all Kindergarten teachers who are to administer the EDI.
 - ii) collect EDI data from school districts and ensure data is complete and ready for analysis.
- b) Work with School districts who implemented the EDI in February 2005 to map the results of the Early Development Instrument. Twenty-five (25) School Districts are anticipated to collect data in February 2005.

For each school district participating who implemented the EDI in February 2005, HELP will provide:

- i) compensation to school boards for the teachers' release time to attend trainings and complete the surveys.
 - ii) electronic input of data.
 - iii) neighbourhood-based maps of the EDI results and socio-demographic data.
 - iv) a community summary of the mapping results.
 - v) a locally or regionally based presentation of the mapping results, and a powerpoint presentation useful for local dissemination.
 - vi) electronic copies of maps, summaries and powerpoint presentations to be posted on HELP's Web site to ensure public access.
- c) Finalize the ECD Atlas currently under development, in collaboration with the Ministry; distribute the Atlas to key ECD organizations throughout BC, and provide training sessions/presentations to government (Minister's ECD Advisory Committee, staff and policy makers) on understanding and interpreting the Atlas; post the Atlas on the HELP Web site.
 - d) Work with the existing network of local intersectoral ECD coalitions ("mobilized communities"), including Children First Initiatives, First Call, Success by Six and

Understanding the Early Years, throughout the Province to facilitate asset/resource mapping in communities across BC. HELP will:

- i) inform coordinators about HELP's Community Asset Mapping Framework, assist them to identify and find asset/resource data, provide training and guidance in the uptake and use of HELP's data templates and the preparation of data for submission to HELP for mapping.
 - ii) continue to develop and enhance the ECD Mapping Portal and Community Mapping Stations to facilitate locally based Web access to customized map creation.
 - iii) provide strategies and tools for the use of HELP's maps, data and reports in mobilization and early child development planning.
- e) Based on research findings, make recommendations to the Ministry regarding ECD resources and allocations to address gaps in services.

Developmental Trajectories and Database Development Projects

- f) Develop the Child & Youth Developmental Trajectories Database, using linked health, education, EDI and SES data across BC.
- g) Create developmental trajectories and conduct research that can trace child development in BC and provide evidence for the Ministry to determine if developmental trajectories are improving over time.
- h) Explore the integration of Aboriginal children and families data to the Child & Youth Developmental Trajectories Database.
- i) Identify new data sources and/or opportunities to expand the information flow on children's development in BC. Continue to work toward bringing the children-in-care database and child injury databases, and child care data, into the BC Linked Health Database – Edudata information nexus.
- j) Conduct research and mapping using childcare data to assist the Ministry in identifying demographic variations in the provision and use of child care facilities, and to assist in the development of meaningful child care policy.

HELP Affiliate Research

- k) Sustain a network of early child development scholars from the major BC Universities (UBC, UVic, UNBC, SFU, UCC/OUC) to facilitate interdisciplinary learning and collaboration to ensure that BC is a leader in creating and applying new knowledge in child development to help children thrive.
- l) Conduct research and report to the Ministry on developmental achievements in the early years of life that set the stage for continuing success upon entry into school and society.

- m) Provide seed, pilot and project funding for ECD scholars from HELP's partner institutions across BC to facilitate a range of research activities that contribute to HELP's mission: to create, promote and apply new knowledge through interdisciplinary research to help children thrive.
- n) Carry out a series of studies that are geographically representative of all areas of BC to understand the importance of the social determinants of child health and development in different regions of the Province.
- o) Host an annual "HELP Research Day" event to showcase the full range of HELP-sponsored research activities, and contribute to dissemination regarding research findings. This event is open to interested Ministry staff.
- p) Respond to emerging federal and provincial opportunities for research grants that will increase the quantity and caliber of early child development research in BC.

ECD Leadership

- q) Take leadership in stimulating the societal response to early child development issues. (This would include working with different ministries and sectors to identify the full range of actions with respect to improving early child development; helping local communities select and evaluate programs and interventions; developing systems of reporting on the progress of BC's children.)
- r) Convene a yearly forum to stimulate intersectoral collaboration in Early Childhood Development, with a focus on the way in which research findings can be used to challenge us to think intersectorally and collaborate on potential new research projects. The forum would include senior officials from the five most relevant BC ministries; regional officials from Health Canada and HRDC in charge of ECD programming; Aboriginal leaders; community coordinators of both Provincially and Federally funded community development programs for children; and key members of the voluntary, philanthropic and business sectors.
- s) Serve as a resource to the Ministry's education services by developing a training protocol for regional and central Ministry staff on early child development, and through the availability of HELP Affiliates to give research presentations, as appropriate.

Administrative/PR

- t) Provide the Ministry with written updates of research and activities, and meet quarterly with the Director of the Early Childhood Development Branch, Ministry of Children and Family Development.
- u) Develop and submit to the Director of the Early Childhood Development Branch, Ministry of Children and Family Development, a written work plan of proposed yearly activities. The first annual work plan will be submitted on April 30, 2005.

- v) Notify the Ministry reasonably in advance of research announcements or public presentations of the research or other work related to EDI and other Ministry ECD programs to provide the opportunity for Ministry participation.

Schedule "B"

Payment Schedule

Financial Contribution Payments:

1. Pursuant to paragraph 2.01, the Province will make four (4) payments, each in the amount of \$625,000, to the University as follows:
 - (i) On May 15, 2005; and
 - (ii) quarterly thereafter, in the fiscal year of the Province during the Term: that is on, September 30, 2005, December, 31, 2005; and March 31, 2006.
2. Notwithstanding paragraph 1 of this Schedule, in no event will the financial contribution payments payable to the University, in accordance with paragraph 1 of this schedule, exceed in the aggregate, \$2,500,000 in the fiscal year of the Province and \$2,500,000 for the Term.



September 29, 2004

Ministry of Children and Family Development

Notice of Intent to Contract

Notice is hereby given by the Ministry of Children and Family Development (Ministry) of the intent to contract with the Human Early Learning Partnership (HELP) based out of the University of British Columbia. HELP is a multi-university consortium that addresses early childhood development and research issues.

The term of the proposed contract will be April 1, 2005 to March 31, 2006, the contract value will not exceed \$2,500,000.00.

The Ministry requires the services of an academic consortium with the depth of resources to represent the full range of disciplines that contribute to the research base of early childhood development and have an understanding of the British Columbia context. The consortium must have the capability to assist the ministry to build a research infrastructure to support a "system" of child development for the whole population of BC, and be responsible for the administration and support for the research infrastructure, community support, development of outcomes and evaluation processes.

The Ministry has chosen not to call for vendor proposals for the following reasons:

- HELP is the only consortium known to have the capability and resources necessary to meet the requirements of the Ministry.
- HELP has unique expertise and experience in administering and analyzing the Early Development Instrument in British Columbia which will form the baseline for other related research activities.
- HELP has conducted the EDI in every school district in British Columbia and is now preparing to assist the ministry in using the information strategically and for the benefit of communities as a follow up to their previous activities.
- HELP is made up of researchers from the four major British Columbia universities and includes researchers from the following disciplines: epidemiology, geography, education, psychology, biology, speech and language sciences, pediatrics, sociology and public health.

- HELP is in a unique position to bring the peri-natal database, children-in-care database and the child injury file into the BC Linked Health Database.
- HELP is linked to the Ministry Learning Sites in BC, which will provide information to create longitudinal data sets from the existing BC linked data system and help determine if developmental trajectories are improving over time.

Vendors wishing to object to this decision should contact **Loreen O'Byrne, Director**, Early Childhood Development at the Ministry by facsimile at (250) 356-0399 **on or before 2 P.M. Pacific Time, November 30, 2004**, presenting specific reasons for their objection. If justified, the Ministry will convene a meeting with Ministry representatives and the vendors to receive vendors' representations concerning this contract.

A vendor ability to offer the same services resulting in the same or better solutions at a lower cost in the same time frame will be the key criterion with regard to the consideration of vendor objections.

Loreen O'Byrne
Director
Early Childhood Development Branch

RUSH/URGENT

Cliff # 137538

**BRITISH COLUMBIA**Ministry of Children
and Family Development**REQUEST FOR APPROVAL
CONTRACT/CONTRIBUTION/GRANT**

The personal information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *FAA* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Executive Director, Financial and Decision Support Services Branch, (250)387-5951, P.O. Box 9760 Stn Prov Govt, Victoria, B.C. V8W 9S4.

ROUTE THIS FORM TO THE PERSON WITH AUTHORITY TO RECOMMEND OR TO APPROVE
THE CONTRACT/CONTRIBUTION/GRANT UNDER EXISTING POLICY.

☐ CONTRACT ☒ CONTRIBUTION ☐ GRANT ☐ INITIAL ☐ EXTENSION (SAME TERMS) ☐ AMENDMENT

CONTRACT ADMINISTRATOR Loreen O'Byrne	AREA CODE & PHONE NUMBER (250) 387-2002	RESP SS XLR	SERVICE LINE 15050	STOB 8009	CONTRACT NUMBER XLR 2065000
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NAME OF PAYEE/CONTRACTOR Human Early Learning Partnership - UBC
DESCRIPTION OF SERVICES/DELIVERABLES/AMENDMENTS HELP Early Learning Partnership.

PRE-APPROVAL CHECKLIST

REQUEST JUSTIFICATION:	
YES NO	YES NO
<input checked="" type="checkbox"/> <input type="checkbox"/> 1. Least costly alternative	<input type="checkbox"/> <input checked="" type="checkbox"/> 5. Conflict of interest
<input checked="" type="checkbox"/> <input type="checkbox"/> 2. Specialized knowledge techniques not available in government	<input checked="" type="checkbox"/> <input type="checkbox"/> 6. Monitoring timetable and evaluation established
<input type="checkbox"/> <input checked="" type="checkbox"/> 3. Additional resource requirement to meet peak load situations or respond to emergencies	<input type="checkbox"/> <input checked="" type="checkbox"/> 7. Contractor filling an established position
<input checked="" type="checkbox"/> <input type="checkbox"/> 4. Objectivity, independence of external source required	<input checked="" type="checkbox"/> <input type="checkbox"/> 8. Funds available in budget
	<input type="checkbox"/> <input checked="" type="checkbox"/> 9. Privacy Impact Assessment been completed

CONTRACT SELECTION PROCESS

<input type="checkbox"/> REQUEST FOR PROPOSAL	<p>Proposed NOI on BC Bid attached (reviewed by Procurement Branch)</p> <p>will be filed once approval to proceed given.</p>
<input type="checkbox"/> INVITATION TO QUOTE	
<input type="checkbox"/> BIDDER'S LIST	
<input checked="" type="checkbox"/> DIRECT AWARD (see Core Policy Manual 6.3.3(a)): Check appropriate box and explain, if more space is needed attach a separate sheet.	
<input type="checkbox"/> EMERGENCY SITUATION, Describe: <input type="checkbox"/> CONFIDENTIAL SERVICES/CONTRARY TO PUBLIC INTEREST, Describe: <input type="checkbox"/> ONLY ONE CONTRACTOR IS QUALIFIED, Describe: Under \$50,000 Notice of Intent suggested; Over \$50,000 Notice of Intent required.	
<input checked="" type="checkbox"/> Notice of Intent filed	

TERMS OF CONTRACT/CONTRIBUTION/GRANT

FROM: (YYYY/MM/DD) 2005-04-01	TO: (YYYY/MM/DD) 2006-03-31	FEE	PER (HR./DAY)	MAX. FEES PAYABLE	MAXIMUM EXPENSES	TOTAL VALUE OF CONTRACT, CONTRIBUTION OR GRANT
PROPOSED PAYMENTS	<input type="checkbox"/> ONE TIME ONLY \$	<input type="checkbox"/> MONTHLY \$	<input type="checkbox"/> INVOICE	2,499,000 2,500,000 Mfn Nov 10/04		

BUSINESS CASE (please complete if consulting engagement over \$50,000)

List the alternatives considered to this contract. Include the status quo.	Give the main reason(s) why this option was not selected.
1.	
2.	
3.	

DESCRIBE THE POTENTIAL FOR COST SAVINGS AND/OR REVENUE GENERATED AND/OR QUALITATIVE BENEFITS.

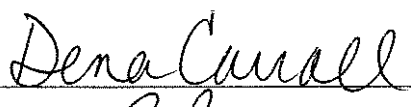


The information provided by HELP research and results of the Early Development Instrument will inform strategic investments in Early Childhood Development, potentially leading to more effective resource allocation and service delivery.

DESCRIBE ANY OTHER REASONS FOR PROCEEDING WITH THIS ENGAGEMENT.

Help has conducted a three year process in research community asset mapping and the Early Development Instrument, year 4 (2005/06) will produce a comprehensive provincial picture of ECD particularly the interpresentation of the EDI result.

DESCRIBE THE IMPACT ON HUMAN RESOURCES, IF ANY.

No impact

APPROVING AUTHORITY	SIGNATURE	DATE (YYYY/MM/DD)
SPENDING AUTHORITY I HEREBY CERTIFY THAT THIS REQUEST MEETS ALL APPLICABLE MINISTRY AND GOVERNMENT POLICIES		2004/09/20
ASSISTANT DEPUTY MINISTER <input type="checkbox"/> RECOMMENDED <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED		
REGIONAL/CORPORATE FINANCE MANAGER <input checked="" type="checkbox"/> RECOMMENDED <input type="checkbox"/> REJECTED		2004/10/10
EXECUTIVE FINANCIAL OFFICER <input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED		

DISTRIBUTION AFTER APPROVAL: ORIGINAL to Finance and Administration Branch (attached to original CF0025 and other documentation)
COPY to Spending Authority



BRITISH
COLUMBIA

Ministry of Children
and Family Development

REQUEST FOR
CONTRACT APPROVAL:
MODIFICATION AGREEMENT

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Help Desk, Finance and Administration Branch, (250)953-4380, PO Box 9760 Stn Prov Govt, Victoria, B.C. V8W 9S4.

In order to initiate the modification process, you are required to attach a copy of your approved CF2511A form, a copy of the initial contract and a draft copy of this form (CF2511B).

For office use only

CLIFF # 192393

CROSSREFERENCE #

1. VALUE OF INITIAL AND MODIFIED CONTRACT

	FROM (YYYY/MM/DD)	TO (YYYY/MM/DD)	MAXIMUM FEES	MAXIMUM EXPENSES	TOTAL
Initial Contract	2010/06/16	2011/03/31	\$ 2,887,552.00	\$	\$ 2,887,552.00
Modification #1	2011/04/01	2011/06/30	\$ 703,138.00	\$	\$ 703,138.00
Modification #2	2010/06/16	2011/03/31	\$ 29,900.00	\$	\$ 29,900.00
Total Amount (cumulative value of Initial contract and any modifications)			\$ 3,620,590.00	\$ 0.00	\$ 3,620,590.00

2. RATIONALE FOR MODIFICATION (check all that apply)

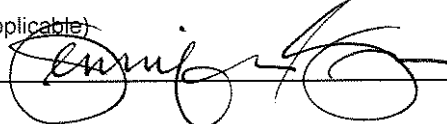
- | | |
|---|--|
| <input type="checkbox"/> Change in contractor's legal name or address | <input type="checkbox"/> Price and Term change |
| <input checked="" type="checkbox"/> Price change | <input checked="" type="checkbox"/> Scope change (same as Direct Award) |
| <input type="checkbox"/> Term change | <input type="checkbox"/> Direct Award (must meet at least one of the criteria in CPPM, |

3. ADDITIONAL RATIONALE FOR MODIFICATION

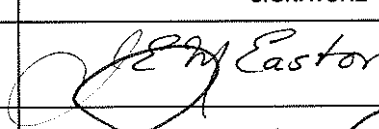
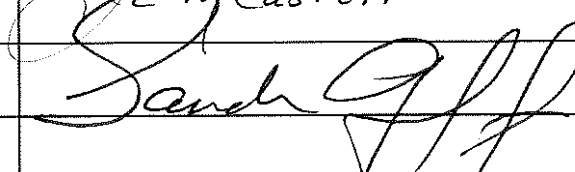
(Identify factors that were not known during the procurement and contract award processes)


To link the Middle Years Development Instrument (MDI) to the development of MCFD outcome measures.

4. REVIEW AND ADVICE (see Approval Matrix/Process Chart)

<input checked="" type="checkbox"/> Contract Specialist (if applicable)	
Reviewed by: 	Date (YYYY/MM/DD): 2011/03/23
and/or	
<input type="checkbox"/> Procurement Governance and Policy Team (for professional service contracts only)	
Reviewed by: _____	Date (YYYY/MM/DD): _____

5. APPROVALS (See Approval Matrix/Process Chart and sign where applicable)

APPROVING AUTHORITY	SIGNATURE	DATE SIGNED (YYYY/MM/DD)
Expense Authority - I hereby certify that this request meets all applicable government and ministry policies		2011/03/23
Assistant Deputy Minister <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved		2011/03/23
Executive Financial Officer <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved		

 BRITISH COLUMBIA	Ministry of Children and Family Development	MODIFICATION AGREEMENT
--	--	-------------------------------

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by Minister Of Children and Family Development

Joan Easton

(the "Province", the "Minister", a "Director", "we", "us", or "our" as applicable)

AND

University of British Columbia

(the "Contractor", "you", or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement number XCE192393 and dated June 10, 2010, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective March 23, 2011.

AGREEMENT

The parties agree as follows:

1. Increase the 2010/11 contract amount by \$29,900.

Amend Schedule A – Research Project and Term (8) Technical Liaison and Data Analysis by adding:

- 8.02 Link the Middle Years Development Instrument (MDI) to the development of MCFD outcome measures.

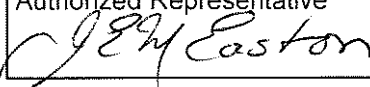
Amend Schedule B – Financial Contribution (1) by adding:

- 1(a) \$29,900 is payable upon receipt of an invoice, and project proposal linking MDI to MCFD outcome measures.

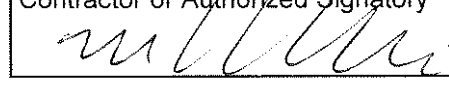
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 30th day of March, 2011

SIGNED AND DELIVERED on behalf of the Province by its authorized representative:

Authorized Representative 
Name Joan Easton
Title Senior Director

SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation)

Contractor or Authorized Signatory 
Name MARIO A. KASAPI
Title Associate Director University - Industry Liaison Office

14



BRITISH
COLUMBIA

Ministry of Children
and Family Development

REQUEST FOR
CONTRACT APPROVAL:
MODIFICATION AGREEMENT

The information requested on this form is collected under the authority of and will be used for the purpose of administering the Financial Administration Act. Under certain circumstances, the collected information may be subject to disclosure as per the Financial Administration Act and/or the Freedom of Information and Protection of Privacy Act. Any questions about the collection, use or disclosure of this information should be directed to the Help Desk, Finance and Administration Branch, (250)953-4380, PO Box 9760 Stn Prov Govt, Victoria, B.C. V8W 9S4.

In order to initiate the modification process, you are required to attach a copy of your approved CF2511A form, a copy of the initial contract and a draft copy of this form (CF2511B).

For office use only
CLIFF # 192393
CROSSREFERENCE #

1. VALUE OF INITIAL AND MODIFIED CONTRACT

	FROM (YYYY/MM/DD)	TO (YYYY/MM/DD)	MAXIMUM FEES	MAXIMUM EXPENSES	TOTAL
Initial Contract	2010/06/16	2011/03/31	\$ 2,887,552 \$ 2,812,552.00	\$	\$ 2,887,552 \$ 2,812,552.00
Modification #1	2011/04/01	2011/06/30	\$ 703,138.00	\$	\$ 703,138.00
Modification #2			\$ 3,590,690 \$ 3,515,690.00	\$	\$ 0.00 \$ 3,515,690.00
Total Amount (cumulative value of Initial contract and any modifications)			\$ 3,515,690.00	\$ 0.00	\$ 3,515,690.00

2. RATIONALE FOR MODIFICATION (check all that apply)

- ☐ Change in contractor's legal name or address
☐ Price change
☐ Term change
☒ Price and Term change
☐ Scope change (same as Direct Award)
☐ Direct Award (must meet at least one of the criteria in CPPM,

3. ADDITIONAL RATIONALE FOR MODIFICATION

(Identify factors that were not known during the procurement and contract award processes)


Negotiations in process for the annual research agreement with HELP/UBC. Unlikely to reach agreement by March 31, 2011. Contract extension to ensure UBC administrative structure remain in place while negotiations are underway.

4. REVIEW AND ADVICE (see Approval Matrix/Process Chart)

☒ Contract Specialist (if applicable)
Reviewed by: [Signature] Date (YYYY/MM/DD): 2011/02/16
and/or
☐ Procurement Governance and Policy Team (for professional service contracts only).
Reviewed by: _____ Date (YYYY/MM/DD): _____

5. APPROVALS (See Approval Matrix/Process Chart and sign where applicable)

APPROVING AUTHORITY	SIGNATURE	DATE SIGNED (YYYY/MM/DD)
Expense Authority - I hereby certify that this request meets all applicable government and ministry policies	<u>[Signature]</u>	2011/02/16
Assistant Deputy Minister <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	<u>[Signature]</u>	2011/02/17
Executive Financial Officer <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved		

 BRITISH COLUMBIA	Ministry of Children and Family Development	MODIFICATION AGREEMENT
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BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by Minister Of Children and Family Development

Steven Yong

(the "Province", the "Minister", a "Director", "we", "us", or "our" as applicable)

AND

University of British Columbia

(the "Contractor", "you", or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement number XCE192393 and dated June 10,
2010, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective February 16, 2011.

AGREEMENT

The parties agree as follows:

1. To amend the contract to expire June 30, 2011.
2. To increase contract amount by \$703,138.
3. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 23rd day of February, 2011.

SIGNED AND DELIVERED on behalf of the Province by its
authorized representative:

Authorized Representative

Name
Sandra Griffin

Title
Assistant Deputy Minister

SIGNED AND DELIVERED by or on behalf of the Contractor (or
by an authorized signatory of the Contractor if a Corporation)

Contractor or Authorized Signatory

Name
~~John W. Hepburn~~ **MARIO A. KASAPI**
Associate Director

Title
~~University Industry Liaison Office~~
Vice President Research & International

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION

COPY 2 - CONTRACTOR

COPY 3 - ORIGINATING OFFICE



**BRITISH
COLUMBIA**

Ministry of Children
and Family Development

REQUEST FOR CONTRACT APPROVAL: NEW CONTRACT

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Help Desk, Finance and Administration Branch, (250)953-4380, PO Box 9760 Stn Prov Govt, Victoria, B.C. V8W 9S4.

CONTRACTOR NAME (Last, Middle and First)

University of British Columbia

For office use only

CLIFF # 192393

EXPENSE AUTHORITY CHECKLIST

This request can be completed only after considering the following resourcing options:

- ☐ Options 1 to 4 in the Resource Needs Assessment Checklist (Form CF2511).
- ☐ Information systems development and maintenance (STOB 2000)
- ☒ Service delivery contracts (STOBs 75, 79, 80) are exempt from the Resource Needs Assessment process.

The Procurement Governance and Policy Team (PGPT) is available to assist you to complete the contracting process.

NATURE OF CONTRACT

- ☐ Professional Services Contract (STOBs 60, 61)
- ☒ Service Delivery Contract (STOBs 75, 79, 80)

SECTION 1 CONTRACT INFORMATION

CONTRACT ADMINISTRATOR Steven Yong		PHONE NUMBER 250-356-7456	ESTIMATED DOLLAR VALUE (INCLUDING FEES AND EXPENSES) \$1.960M (see summary attachment)	
RESP XCE	SERVICE LINE 14046 14109	STOB(S) 8009	PROJECT 1800000	CONTRACT # (USE RESP AND CLIFF #) XCE192393

DESCRIPTION OF SERVICES REQUIRED

Human Early Learning Partnership at the University of British Columbia

SECTION 2 PLANNING (check all that apply)

- ☐ Resource Needs Assessment form (CF2511) for STOBs 60/61 reviewed, completed and attached
- ☐ Standards of Conduct for Public Service Employees Engaged in Government Procurement Processes reviewed (standards available at Procurement Governance and Policy Intranet site @ http://icw.mcf.gov.bc.ca/corporate_services/procurement/memorandums.shtml)
- ☐ Business Case completed – mandatory for contracts over \$100,000. (Business Case template available at Intranet site @ http://gww.lcs.gov.bc.ca/projectmanagement/pmtemplates_index.html#bc)
- ☐ Privacy Impact Assessment initiated – for new programs and systems only
- ☒ Contract term. From June 16, 2010 To March 31, 2011
- ☐ Pre-approval for solicitation process received (see approval matrix)

SECTION 3 SOLICITATION (check applicable box)

- ☐ Request for Proposal (RFP)
- ☐ Written or Verbal Quotes (minimum of 3 quotes for contracts of \$25,000 or less). Quotes must be documented in Contract file.
- ☐ Invitation to Quote (ITQ)
- ☐ Selected from Ministry's Bidders List (follow MCFD guidelines at PGPT Intranet site)
- ☐ Corporate Supply Arrangement (CSA)

Human Early Learning Partnership (HELP) Agreement for Fiscal 2010/11

Summary of Payments/Journal Vouchers over the Agreement Term:

Payment/Journal Voucher Schedule	Ministry Funding (\$ millions)			
	MCFD	MEd	MHLS	All Ministries
30-Jun-10	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
30-Sep-10	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
31-Dec-10	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
31-Mar-11	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
Total	\$ 1.960¹	\$ 0.666	\$ 0.200²	\$ 2.826

¹ In the MOUs signed by MCFD and by Education, the initial total funding amount for MCFD was \$1.9M.

² MHLS signed their MOU at a later date - April 16, 2010 - and at that time, could only confirm \$200,000 funding; however, MHLS has agreed to provide an additional \$60,000 to MCFD for related contractual services associated with the Agreement. This \$60,000 is reflected in MCFD's new total in the above Summary of Payments.

Sponsored Research Agreement

Contract #XCE192393

Province of British Columbia
Ministry of Children & Family Development

Transfer Under Agreement for Research at a B.C. Public University

THIS AGREEMENT dated for reference the 16th day of June, 2010

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development

(the "Province")

OF THE FIRST PART

AND:

University of British Columbia

(the "University")

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1—DEFINITIONS

1.01 Where used in this Agreement:

- (a) "Commercial" means being able to yield or make a profit, prepared, done, or acting with sole or chief emphasis on saleability, profit, or success;
- (b) "Financial Contribution" means the total aggregate funding value stipulated in Schedule B;
- (c) "Intellectual Property" means intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual works and know-how;
- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, on hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by the University, or provided by or on behalf of the Province to, the University as a direct result of this Agreement, but does not include property owned by the University;
- (e) "Non-Commercial" means not being able to profit financially at any time from the Material under this Agreement between the Province and University, in the use of the Material by the following non-commercial users and their employees: government ministries, agencies, boards and commissions; educational institutions (such as public school boards, public post-secondary institutions, community and technical institutes); and non-profit organizations (such as public libraries, charities, and other organizations created for the promotion of educational, health or social services purposes);

- (f) "Personal Information" means recorded information, not including business contact information, about an identifiable individual;
- (g) "Principal Investigator" means the individual identified by the University as the person primarily responsible for the Research Project;
- (g) "Rebate" means a rebate of 67% on Federal Goods and Services Tax applicable to the University;
- (h) "Research Project" means the research project described in Schedule A; and
- (i) "Term" means the period commencing on the start date and expiring on the end date of the Agreement stipulated in the Schedule A.

SECTION 2—APPOINTMENT

2.01 The Province retains the University to conduct the Research Project during the Term, both described in Schedule "A".

SECTION 3—PAYMENT OF A FINANCIAL CONTRIBUTION

- 3.01 Subject to the provisions of this Agreement, the Province will pay the University, 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 Financial Contribution by the Province to the University 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 University 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 University is entitled to a Rebate from the Federal Government and will, therefore, charge to the Province only the non-refundable portion of Goods and Services Tax, as applicable to the Research Project, and as provided for within the Financial Contribution. Effective July 1, 2010, the Harmonized Sales Tax will apply to the Research Project, and as provided for within the Financial Contribution.

SECTION 4—REPRESENTATIONS AND WARRANTIES

- 4.01 Subject to paragraph 4.04 (Disclaimer), the University 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 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 fulfill its obligations under this Agreement; and
 - (c) 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.
- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the University 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 University under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the University 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.

- 4.04 **Disclaimer.** The University makes no representations or warranties, either express or implied, regarding data or other results arising from the Research Project. The University specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and the University will, in no event, be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if the University has been advised of the possibility of such damages. The Province acknowledges that the Research Project is of an experimental and exploratory nature, that no particular results can be guaranteed, and that the Province has been advised by the University to undertake its own due diligence with respect to all matters arising from 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 Each party will be an independent contractor and not the servant, employee or agent of the other party.
- 5.03 The University will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 5.04 The Province may, from time to time, give reasonable instructions to the University in relation to the carrying out of the Research Project, and the University 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. Notwithstanding the foregoing, all changes to the scope and direction of the Agreement will be made with mutual agreement between the parties.

SECTION 6—UNIVERSITY'S OBLIGATIONS

- 6.01 The University will:
- (a) carry out the Research Project in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
 - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
 - (c) comply with all applicable laws;
 - (d) hire and retain only qualified staff;
 - (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Research Project;
 - (f) co-operate with the Province in making such public announcements regarding the Research Project and the details of this Agreement as the Province requests; and
 - (g) acknowledge the financial contribution made by the Province to the University for the Research Project in any Materials, by printing on each of the Materials the following statement: "We gratefully acknowledge the financial support of the Province of British Columbia through the Ministries of Children & Family Development, Education and Healthy Living and Sport."

SECTION 7—RECORDS

- 7.01 The University will:
- (a) establish and maintain accounting and administrative records to be used as the basis for the calculation of the Financial Contribution;
 - (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred; and
 - (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter

any premises used by the University to conduct the Research Project or keep any documents or records pertaining to the Research Project, 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 other Material, (both printed and electronic, including, but not limited to, on hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the University as a result of this Agreement.

- 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 University.

SECTION 8—STATEMENTS AND ACCOUNTING

- 8.01 Within 3 months of being requested to do so by the Province in writing, the University will provide to the Province a financial statement documenting the expenditure of the Financial Contribution under this Agreement.
- 8.02 At the sole option of the Province, any portion of the Financial Contribution provided to the University under this Agreement and not expended at the end of the Agreement shall be retained by the University for supplemental research activities related to the Research Project.

SECTION 9—CONFLICT OF INTEREST

- 9.01 The University must not knowingly allow its research personnel involved in performing the Research Project, to provide any services to any person in circumstances that could give rise to a conflict of interest between their duties to that person and their duties to the Province under this Agreement.

SECTION 10—CONFIDENTIALITY

- 10.01 The University will treat as confidential all information or material which are clearly marked as confidential or proprietary when first disclosed ("Confidential Information") by the Province and supplied to or obtained by the University, or any subcontractor, under this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the University to fulfill its obligations under this Agreement. Confidential Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically describing what portions of such information is considered to be proprietary or confidential. However, the University is under no obligation to maintain the confidentiality of Confidential Information which the University can show:
- (a) is or subsequently becomes generally available to the public through no act or fault of the University;
 - (b) was in the possession of the University prior to its disclosure by the Province to the University;
 - (c) was lawfully acquired by the University from a third party who was not under an obligation of confidentiality to the Province; or
 - (d) is required by an order of a legal process to disclose, provided that the University gives the Province prompt and reasonable notification of such requirement prior to disclosure; or
 - (e) was independently developed by employees, agents or consultants of the University who had no knowledge of or access to the Province's information as evidenced by the University's records.
- 10.02 The University will ensure that the Principle Investigator of the Research Project acknowledges the confidentiality provisions in this Agreement and it is the responsibility of the Principle Investigators to ensure that all other employees engaged in the Research Project are aware of the confidentiality provisions in this Agreement.

SECTION 11—DEFAULT

- 11.01 Any of the following events will constitute an Event of Default, namely:
- (a) the University fails to comply with any material provision of this Agreement;

- (b) subject to paragraph 4.04, any representation or warranty made by the University in accepting this Agreement is untrue or incorrect; or
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the University pursuant to or as a result of this Agreement is untrue or incorrect.

SECTION 12—TERMINATION

- 12.01 Either party may terminate this Agreement for any reason by giving at least thirty (30) days prior written notice to the other.
- 12.02 Upon the occurrence of any Event of Default and 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) terminate this Agreement, in which case the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the Province;
 - (c) suspend any installment of the Financial Contribution or any amount that is due to the University while the Event of Default continues;
 - (d) waive the Event of Default; and
 - (e) pursue any other remedy available at law or in equity.
- 12.03 The Province may also, at its option, terminate this Agreement immediately if the Province determines that the University's failure to comply places the health or safety of any person conducting the Research Project at immediate risk, and the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement.
- 12.04 Where this Agreement is terminated before 100% completion of the Research Project, the Province will pay to the University all costs and liabilities, including uncancellable commitments, relating to the Research Project up to but no more than the Financial Contribution which have been incurred by the University as of the date of receipt of notice of termination or the date of termination, whichever is later.

SECTION 13—DISPUTE RESOLUTION

- 13.01 All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

SECTION 14—INDEMNITY

- 14.01 The Province will indemnify and save harmless the University, its Board of Governors, directors, officers, employees, faculty, students and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the University, its Board of Governors, directors, officers, employees, students and agents may sustain, incur, suffer or 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 Province, or of any agent, employee, officer or director of the Province pursuant to this Agreement.
- 14.02 The University will indemnify and save harmless the Province, its officers, directors, 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 are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the University or its Board of Governors, directors, officers, employees, faculty, contractors, students or agents pursuant to this Agreement.

SECTION 15—ASSIGNMENT AND SUBCONTRACTING

- 15.01 The University will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the University under this Agreement; or
 - (b) subcontract any obligation of the University under this Agreement.
- 15.02 No subcontract entered into by the University will relieve the University from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the University, the University's successors and permitted assigns.

SECTION 16—OWNERSHIP AND PUBLICATION OF RESULTS AND INTELLECTUAL PROPERTY

- 16.01 Any equipment, machinery or other property, provided by the Province to the University for the conduct of the Research Project under this Agreement will:
- (a) be the exclusive property of the Province; and
 - (b) forthwith be delivered by the University to the Province on written notice to the University requesting delivery of the same at the Province's costs, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.
- 16.02 The University will retain title to any equipment purchased with funds provided by the Province under this Agreement and the Province acknowledges that the University's insurance is applicable only to such equipment owned by the University.
- 16.03 The Province acknowledges and agrees that the University owns all right, title and interest in the Material produced under this Agreement and Intellectual Property arising from the Research Project under this Agreement.
- 16.04 The University hereby grants the Province a perpetual non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, distribute, translate, practice, and reproduce the Material produced under this Agreement and Intellectual Property arising under this Agreement for scientific, educational, public good and other Non-Commercial uses. In addition, the University grants the Province the additional rights to incorporate all or portions of the Material produced under this Agreement in any reports created by the Province and to further develop the Research Project reports provided that the content of the Research Project reports is not materially modified without the written approval of the University. Upon the Province's request, the University will deliver documents satisfactory to the Province that waive in the Province's favour any moral rights to Research Project reports, as defined in "Schedule A", which the University's employees or contractors may have in said Research Project reports.
- 16.05 The University and its employees will not be restricted from presenting publications at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of the work pertaining to this Agreement. Publications, conference presentations, symposia and all other dissemination of material pertaining to the work of this Agreement will recognize the Ministries of Children & Family Development, Education and Healthy Living & Sport.

SECTION 17—OTHER FUNDING

- 17.01 The University will ensure that if the University's research personnel, involved in performing the Research Project, receives funding for or in respect of the Research Project from any person, firm, corporation or other government or government body, then the University will immediately provide the Province with details thereof.

SECTION 18—NOTICES

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

Steven Yong – Research, Analysis and Evaluation Branch, Ministry of Children & Family Development
Mailing Address: PO Box 9748 Stn Prov Govt, Victoria, British Columbia V8W 9S3
Physical Address (Courier): 4th Floor - 777 Broughton Street, Victoria British Columbia,

Email: Steven.Yong@gov.bc.ca
Phone: (250) 356-7456
Fax: (250) 387-7618

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

Genevieve MacMillan, Human Early Learning Partnership
Library Processing Centre
440 - 2206 East Mall, Vancouver, BC V6T 1Z3
Email: Genevieve.macmillan@ubc.ca
Phone: (604) 822.2604
Fax: (604) 822.0640

- 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 sent by email if applicable*).
- 18.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 19—NON-WAIVER—

- 19.01 No term or condition of this Agreement and no breach by the University 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 University.
- 19.02 The written waiver by the Province or any breach by the University of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20—ENTIRE AGREEMENT

- 20.01 This Agreement including the 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 including, without limitation, paragraphs 3.02, 4.04, 7.01, 7.02, 8.02, 10.01, 12.04, 13.01, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, and all of the rights and remedies of the parties, 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.
- 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 If any provision of this Agreement or the 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.
- 22.05 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 Research Project that by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 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.

22.07 Time is of the essence of this Agreement.

22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, 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".

22.09 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.


22.10 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 its 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.

The parties hereto have executed this Agreement the day and year as set out above.

SIGNED AND DELIVERED by the University or
an Authorized Representative of the University

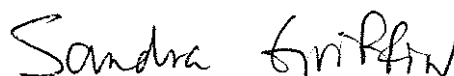
John W. Hepburn, PhD, FRSC
Vice President Research & International

Print Name of University Authorized Representative)

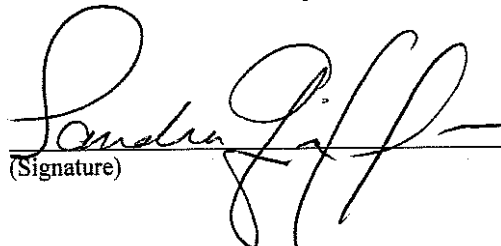

(Signature)

JUN 10 2010

SIGNED AND DELIVERED on behalf of the Province
by an Authorized Representative of the Province



Print Name of Authorized Representative)


(Signature)

SCHEDULE A—RESEARCH PROJECT AND TERM

1) ADDITIONAL DEFINITIONS

- a) “Aboriginal Steering Committee” means a group of individuals of Aboriginal ancestry (First Nations – Status, Non-Status, on-reserve, off-reserve – Inuit and Métis peoples) who meet regularly to ensure HELP research activities are respectful and beneficial to Aboriginal children, families and communities concerned. HELP provides funding to support the activities of this group.
- b) “Annual EDI Implementation Activities” means that HELP will engage in EDI data collection, analysis, dissemination and capacity building on an annual basis.
- c) “Children First Initiatives” means a BC provincial community development initiative that incorporates a strength-based population health approach to improving outcomes for young children, 0-6 years, and their families.
- d) “Collaborative Sampling Framework” means a research framework that guides where researchers collect new data.
- e) “Community Trainer’s Network” means a network that consists of members of the ECD community in each of the school districts who work with HELP in the dissemination and local implications of the data.
- f) “Contract Manager (Contractor)” means the person designated by HELP to manage the contractor’s rights and obligations under this Agreement.
- g) “Contract Manager (Province)” means the person designated by the Province to manage our rights and obligations under this Agreement.
- h) “Data dictionary” means a complete list of fields with field position number, field name, field type (for example, character, numeric, date) and length, a description of the field in plain English (e.g. description of dummy variables, treatment of missing and/or unknown records, specific date formats (eg. YY/MM/DD, YY/DD/MM, etc), in two formats: 1) listed by ascending field position number, 2) listed alphabetically by field name.
- i) “Developmental trajectories” refers to research that involves the linking of EDI in kindergarten to the Grade 4 and, when possible, the Grade 7 Foundation Skills Assessment data.
- j) “ECD” means early child development.
- k) “EDI” means Early Development Instrument.
- l) “EDI Mapping” means HELP’s Early Child Development (ECD) Mapping Unit produces a range of maps that show the results of the Early Development Instrument (EDI), community assets and socio-economic data.
- m) “First Call” means a cross-sectoral, non-partisan coalition. The coalition is made up of over 80 provincial organizations and 25 mobilized communities. In addition, First Call has a network of hundreds of community groups and individuals.
- n) “HELP” means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary research consortium consisting of researchers from BC’s five universities including the two UBC campuses (Point Grey and Okanagan) that contributes to new knowledge in early child development (ECD) and enhances the quality of children’s early years.
- o) “MCFD” means B.C. Provincial Ministry of Children & Family Development.
- p) “MED” means B.C. Provincial Ministry of Education.
- q) “MHLS” means B.C. Provincial Ministry of Healthy Living and Sport.
- r) “MOHS” means B.C. Provincial Ministry of the Health Services.
- s) “OCAP” means the First Nations Principles of OCAP (Ownership, Control, Access and Possession). Specifically that First Nations control data collection processes in their communities, and own, protect and control how their information is used. These rights are fundamentally tied to self-determination and to the preservation and development of their culture.
- t) “Province” means the Ministries of Children and Family Development, Education and Healthy Living and Sport.
- u) “Second Order Data Analysis” refers to exploratory analysis of EDI that answers questions that arise from basic descriptive analysis of the EDI.
- v) “SES” means socio-economic status.
- w) “Success by Six®” means a province-wide joint initiative of United Ways, Credit Unions of BC, and the BC Government through the Ministry of Children and Family Development, and community leaders.

- x) "Tele-training" means a distance program for training school district and community trainers and teachers in EDI implementation and survey completion.

2. COMMUNICATION PROTOCOL:

- 2.01 Communication regarding the administration of this agreement (e.g., contract management, funding, additional research requirements, negotiations) between the Human Early Learning Partnership (HELP) and the Province should flow through the Province's Contract Manager and the HELP's Contract Manager.
- 2.02 Communication regarding the content of this agreement (e.g., content of reports, communication regarding research, inquiries/requests related to existing deliverables, etc.) between the Human Early Learning Partnership (HELP) and the Province should flow through the Province's Contract Manager and the HELP Content Manager.
- 2.03 Any issues pertaining to any part of this agreement raised by either the Province or HELP must be directed through the Province's Contract Manager or HELP's Contract and/or Content Manager(s). Issues raised by either party will be responded to within five business days of receipt unless otherwise mutually agreed upon.

Province Contract Manager: Steven Yong, Research, Analysis and Evaluation Branch, MCFD
Mailing Address: PO Box 9748 Stn Prov Govt
Victoria, BC V8W 9S3

Physical (Courier) Address: 4th Floor – 777 Broughton Street
Victoria, B.C.

Email: Steven.Yong@gov.bc.ca
Phone: 250-356-7456
Fax: 250-387-7618

HELP Contract Manager: Genevieve MacMillan
Address: Library Processing Centre
440 - 2206 East Mall
Vancouver, BC V6T 1Z3
Email: genevieve.macmillan@ubc.ca
Phone: 604-822-2604
Fax: 604.822.0640

HELP Content Manager: Joanne Schroeder
Address: Library Processing Centre
440 – 2206 East Mall
Vancouver, BC V6T 1Z3
Email: joanne.schroeder@ubc.ca
Phone: 604-827-5396
Fax: 604.822.0640

3. TERM OF AGREEMENT

- 3.01 The term of the agreement will be June 16, 2010, to March 31, 2011.
- 3.02 The agreement may be extended and modified for two additional one-year terms. Extension is at the Province's sole discretion.
- 3.03 HELP and the Province will meet no later than October 15 of each year to determine the budget and deliverables for future years, and if a modification to this Agreement is necessary under section 3.02 above.

4. ANNUAL EDI IMPLEMENTATION ACTIVITIES

- 4.01 HELP will administer the EDI in B.C. School Districts, Band Schools and independent private schools with the capacity and willingness to participate in the data collection/analysis process during the 2010/11 school year, including but not limited to:
- a. Collecting EDI data from all School Districts, Band Schools and independent schools with the capacity and willingness to participate, completing electronic input of all data and ensure data are complete and ready for analysis, and ensuring that the data are linkable to other individual data sources, including Personal Education Numbers;

- b. Maintaining supportive and collaborative relationships with School Districts, Band Schools and independent private schools with the capacity and willingness to participate to implement annual EDI in a coordinated, collaborative and consultative way; and
 - c. Provision of infrastructure for HELP's consortium universities is based on their capacity, willingness, and HELP Affiliate's availability to engage in the Research Project. The Consortium Research Affiliates contribute to a broad understanding of the determinants of health related to early child development including: Aboriginal, rural, immigrant and refugee, and early learning determinants. Consortium Research Affiliates also participate in the examination of the reliability and validity of the EDI; facilitation of EDI sub-scale development; and capacity building in local communities.
- 4.02 HELP will provide a summary of any cost-savings related to Teacher-On-Call costs to the Province, and return the unspent budget to the Province by June 30, 2011.

5. ANNUAL EDI DATA ANALYSIS, MAPPING & DISSEMINATION ACTIVITIES

- 5.01 HELP will perform ongoing, collaborative data analysis, mapping and dissemination activities related to the EDI in B.C.
- 5.02 **Annual EDI Data Analysis** activities performed by HELP will include, but are not limited to:
- a. Ensuring data quality, data cleaning, simple descriptive statistics, and creation of school and community summaries; and
 - b. Preparing a descriptive report of systematic data gathering related to the impact of EDI provincially.
- 5.03 **Annual EDI Mapping Activities** performed by HELP will include, but are not limited to:
- a. Converting analyzed EDI data into community, regional (e.g. MCFD Regions, MEd School Districts, Health Authorities, etc.), and Provincial maps in collaboration with B.C. School Districts, Band Schools and independent schools as requested by the Province;
 - b. Mapping locations of programs such as Aboriginal Headstart, Infant Development program, Family Resource Programs, Hubs, ECD tables, child care services, full-day kindergarten locations and StrongStart BC early learning programs (where data available); and
 - c. Conducting spatial data analyses using Geographical Information Systems (GIS) software.
- 5.04 **District/Community Support and Outreach**
- For each participating school district, Band School and/or independent school HELP will:
- a. Provide provincial support for school districts and communities related to privacy issues stemming from HELP research;
 - b. Facilitate a broad program of support to communities through the Provincial Community Development Manager, which will be tailored to the unique needs of each community. HELP staff will provide local presentations upon request as well as proactively offer written reports and training on specific components of HELP's research; and
 - c. Perform outreach if required to not only geographic communities, but also to organizational and special-interest communities.
- 5.05 **Annual EDI Training & Collaboration**
- Annual EDI Training and Collaboration activities performed by HELP will include but are not limited to:
- Teacher Training and Implementation:**
- a. Providing tele-training to a team of regional trainers across B.C.;
 - b. Providing tele-training, where required, for kindergarten teachers who are to administer the EDI; and
 - c. Providing compensation to school districts for the teachers' release time to complete the surveys and participate in tele-training, and an administrative stipend for staff support.
- Training, Networking and Communication:**
- d. Maintaining a teacher training Web site with materials for annual training;
 - e. Maintaining a teacher, community, stakeholder Web site for timely access to specific information related to EDI Implementation which includes easily accessible resources;
 - f. Providing an annual Fall/Winter newsletter to teachers and school districts (additional newsletters may be provided on an ad hoc basis);

- g. Establishing a community trainers' network, consisting of both community- and school-based trainers (in each of B.C.'s 59 school districts) who will act as supporting representatives of HELP to teachers, school district staff and communities (e.g. Local trainers will support kindergarten teacher training, provide presentations of local research results and field questions from local communities about the work of HELP); and
- h. Providing honoraria for community trainers engaged in training.

5.06 **Annual EDI Dissemination**

Annual EDI Dissemination activities performed by HELP will include, but are not limited to:

- a. Assisting communities, School Districts and Provincial staff, in understanding and using the maps;
- b. Meeting with B.C. School Districts, Band Schools, independent schools, education stakeholder groups and Provincial staff about the implementation of and impact of EDI and setting targets;
- c. Meeting and working with the existing network of local intersectoral ECD coalitions, including Children First Initiatives, First Call, and Success by Six®, throughout the Province to facilitate the use of community maps in planning and policy, in communities and regions across BC. HELP will provide a list of community networks/coalitions that are consulted and provided with training to the Province upon request; and
- d. Creating online resources to facilitate the use of EDI data, maps and reports in community mobilization and early child development planning.

6. **ABORIGINAL EDI COLLABORATION & MAPPING**

6.01 HELP will continue to collaborate with Aboriginal communities, leaders, and organizations regarding Aboriginal EDI & Mapping activities performed by HELP. Aboriginal EDI Collaboration and Mapping activities performed by HELP will include, but are not limited to:

- a. Continuing to meet and collaborate with Aboriginal provincial and community organizations. A list of consulted Aboriginal agencies, organizations, etc. will be provided to the Province by HELP upon request;
- b. Disseminating findings publicly, consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee, from the ECD Mapping Project to understand the benefits and challenges of community mapping for Aboriginal communities;
- c. Mapping Aboriginal Nation Language group boundaries consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee which includes EDI data for Aboriginal and Non-Aboriginal children, Head Start programs, school locations and socio-economic data for the province;
- d. Developing an understanding of the community development and knowledge translation needs of Aboriginal communities regarding early child development consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee;
- e. Maintaining an open dialogue (through meetings, correspondence, etc.) with the Aboriginal Steering Committee to develop appropriate strategies and approaches for implementing the EDI in Aboriginal communities across the province; and
- f. Ensuring the Province is included (in an ex-officio capacity) in Aboriginal Steering Committee meetings, to maintain an open dialogue on the status of implementation of the EDI in Aboriginal communities consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee.

7. **PROVINCIAL ACCESS TO EDI DATA**

7.01 HELP will facilitate, support and provide the Province with access to individual-level, linkable EDI data for the 2010/11, school year. HELP will provide access by:

- a. Revising the existing UBC-School District and School Information Sharing Agreement to clearly identify HELP as the data stewards for the EDI and include a clause stating HELP's intention to share individual-level data with the Province;
- b. Supporting discussions between the Province and the Aboriginal Steering Committee regarding access to Band School EDI data under the principles of OCAP;
- c. Revising communications with School Districts and Schools (letters to parents, kindergarten teachers and superintendents) to indicate that HELP will be the EDI data steward and include a clause stating HELP's intention to share individual-level data with the Province;

- d. Drafting an "Information Sharing Agreement for Research Purposes" (UBC–Ministry) in collaboration with the Province to facilitate provincial access; and
- e. Communicating with participating School Districts, Band Schools and independent schools regarding the change to the data access agreements and parent correspondence.

8. TECHNICAL LIAISON AND DATA ANALYSIS

8.01 HELP will assist the Province in obtaining access to and understanding of EDI data through the following means:

- a. Provide a data dictionary to the Province, concurrently tied to the individual-level, linkable EDI data, with updated data descriptions provided if changes to any fields in the raw EDI data are made;
- b. Collaborate with the Province on delivering a staged training process (e.g. three sessions over three months) once access to the data becomes available, according to Provincial need and deliver training to up to ten Provincial staff to include but not limited to the technical aspects of understanding, constructing, calculating, aggregating, analyzing and linking EDI data, as requested by the Province, to commence within two months after the transfer of the individual-level EDI data;
- c. Deliver up to ten days annually (80 hours) of technical consultation in relation to the EDI data, as requested by the Province, at a mutually agreed time and location; and
- d. Identify a technical liaison and contact for the Province for technical questions related to EDI and methodology.

9. SECOND ORDER EDI DATA ANALYSIS

9.01 HELP will conduct second order EDI data analyses, including but not limited to:

- a. In collaboration with the Province, and after conducting Phase I analyses into the predictive power of the EDI for academic success in the Grade 4 Fundamental Skills Assessment (FSA) during fiscal 2009/10, conducting Phase II analyses, including investigating the range of trajectories at the school district level in the province; identifying the determinants of FSA success at kindergarten according to the EDI; utilizing raw scores as an alternate to the categorical (a. does not meet expectations; b. meets expectations; c. exceeds expectations) for determining success; Phase III - investigating the determinants of school success or the ability to predict success using other sources of data; determining the influence of early health challenges on EDI and subsequent FSA success;
- b. In collaboration with the Province, developing, implementing and reporting to the Province on a longitudinal full-day kindergarten study to assess the difference in developmental trajectories between children who attend full-day kindergarten and those who do not;
- c. Exploring how EDI data are influenced by family, neighborhood and service factors (e.g., gender differences, teacher differences, demographic changes, community context, language group differences, etc.);
- d. Evaluating population-based patterns, trends and influences on healthy child development and developmental vulnerability;
- e. Performing cross-sectional statistical analysis at the neighborhood and school levels using EDI and socio-economic status (SES) data;
- f. Conducting detailed analyses about the EDI subscales, in addition to the five scales about which HELP typically reports;
- g. Collaborating with the Province regarding setting target performance measures;
- h. Ongoing development of models and statistical procedures to explore the determinants of child development and how the state of children's development at kindergarten entry is mediated/modified by SES, ethnic and/or neighborhood/school contextual factors;
- i. Performing statistical analysis on EDI data, including but not limited to the ecological reliability and validity of the EDI as a measure of development for single waves and a comparative analyses on the EDI Waves/years, including discussion on the validity and reliability of comparisons over time at provincial, regional, school district and community levels;
- j. Reporting to the Province through a dialogue session held before September 30, 2010, on the results of the Collaborative Sampling Framework research in select B.C. communities;
- k. Assisting with ad-hoc research issues identified by the Province related to EDI at an additional cost as outlined in Schedule B. HELP must provide the Province with a written estimate of any ad-hoc research prior to commencement of

any ad-hoc research. Prior to the start of the ad-hoc research, the Province and the Contractor will confirm in writing the resources that are available to support the ad-hoc research; and

- i. Collaborating with the Province to identify and conduct any other research analysis or studies at an additional cost as outlined in Schedule B to the satisfaction of the Province. The Province must approve in writing any additional work and costs in advance of any work being completed.

10. PRIVACY

- 10.01 HELP is responsible for ensuring that all research, analysis and activities conducted under this Agreement will remain compliant with all aspects of the British Columbia's *Freedom of Information and Protection of Privacy Act* (FIPPA) and *Personal Information Protection Act* (PIPA).

11. REPORTING REQUIREMENTS

REPORTING TIMELINE

- 11.01 HELP will provide semi-annual reports during the Agreement Term to the Province as follows:

- a. June 16th through September 30th must be provided by October 31st; and
- b. October 1st through March 31st must be provided by April 30th.

REPORTING CONTENT

- 11.02 HELP will prepare and provide semi-annual reports to the Province according to the schedule outlined above, which will include (but are not limited to) summaries of the following topics/areas of research:

- a. **Annual EDI Data Implementation Activities** (outlined in sections 4.01 a and b), which include, but are not limited to:
 - i. Itemized list of School Districts and schools surveyed;
 - ii. Number of students surveyed; and
 - iii. Number of teachers participating.
- b. **Annual EDI Data Analysis, Mapping & Dissemination Activities** (outlined in sections 5.01 through 5.04) which include, but are not limited to:
 - i. One- to two-page summaries/abstracts of data analysis activities, including description of research question, methodology, findings and policy implications/recommendations;
 - ii. Hyperlinks or electronic copies of maps of EDI results and socio-demographic data on a:
 01. Neighborhood level;
 02. MEd School District level;
 03. MHLS Local Health Authority level;
 04. MHLS Health Authority level;
 05. MHLS Health Service Delivery areas;
 06. MCFD Regional level;
 07. Provincial level; and
 08. Any other unit of analysis identified and agreed upon as pertinent by either HELP or the Province.
 - iii. An annual provincial summary of EDI results including the presentation and analysis of the five (5) scales and sub-scales of the EDI and overall vulnerability figures.
- c. **Aboriginal EDI Collaboration & Mapping Activities** (outlined in section 6.01), which may include, but are not limited to:
 - i. Listing Aboriginal provincial and community organizations involved in consultations;
 - ii. Summaries of meetings, findings, etc. from the Aboriginal Steering Committee meetings;

- iii. Provincial, MCFD Regional, neighbourhood and school district level vulnerability rates for Aboriginal children in B.C. based on all available data consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee;
 - iv. Number of Aboriginal children participating in the EDI (on a community basis consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee);
 - v. Summaries of findings from the Aboriginal ECD Mapping Project; and
 - vi. Summaries of community development and knowledge translation needs of Aboriginal communities identified.
- d. **Second Order EDI Data Analyses** activities (outlined in sections 9.01 a through i), including but not limited to:
- i. One- to two-page summaries/abstracts of research and data analysis activities, including description of research question, methodology and analysis, findings and policy implications/recommendations (with the modified data and descriptions of the data, used to generate the research results, available upon request).

GENERAL REPORTING REQUIREMENTS:

- 11.03 HELP will conduct the following general reporting activities, which may include, but are not limited to:
- a. Providing recommendations upon request to the Province regarding ECD resources and allocations to address gaps in services based on current research findings;
 - b. Preparing and conducting ad hoc presentations upon request to the Province, including Cabinet, Deputy Ministers and executive staff regarding HELP's research activities and findings, with a focus on how research can be used to influence policy;
 - c. Conducting semi-annual Policy Research meetings within 45 days of submitting reports (outlined in section 11.01) with the Province to present and discuss upcoming policy needs, and opportunities and challenges for integration with EDI data;
 - d. Notifying the Province reasonably in advance of research announcements or public presentations of the research or other work related to EDI and other Provincial ECD programs to provide the opportunity for Provincial participation; and
 - e. Any other general reporting activities identified by the Province and agreed to by HELP.

SCHEDULE B—FINANCIAL CONTRIBUTION

1. The Province agrees to provide to the University the amount of \$2,812,552 during the Term of the Agreement, as per the following budget breakdown:

Human Early Learning Partnership Budget (April 1, 2010 - Mar.31, 2011)		
Schedule A Section	Section Heading	Funding
4	ANNUAL EDI IMPLEMENTATION ACTIVITIES	\$ 1,183,102
5	ANNUAL EDI DATA ANALYSIS, MAPPING & DISSEMINATION ACTIVITIES	\$ 472,346
6	ABORIGINAL EDI COLLABORATION & MAPPING	\$ 511,204
7	PROVINCIAL ACCESS TO EDI DATA	\$ 57,834
8	TECHNICAL LIAISON AND DATA ANALYSIS	\$ 75,592
9	SECOND ORDER EDI DATA ANALYSIS	\$ 403,717
10	PRIVACY	\$ 30,236
11	REPORTING REQUIREMENTS	\$ 78,521
All	GRAND TOTAL FOR 2010/2011	\$2,812,552

2. Payments will be made as follows:

- a. The Province will make four (4) payments, as follows; Quarterly in the fiscal year of the Province during the Term of the Agreement: that is, \$703,138 on June 30, 2010; \$703,138 on September 30, 2010; \$703,138 on December 31, 2010; and \$703,138 on March 31, 2011.

- b. Any research or related work performed under sections 9.01 (k) and (l) of the Schedule A will be charged at the rate of:

For Simple EDI analysis:

\$550/day for analyst

For Second Order Analysis:

\$550/day plus \$800/day for Faculty member/Deputy Director

For Complex Second Order Analyses:

\$550/day for analyst plus

\$800/day for Faculty member/Deputy Director plus

\$1000/day for Dr. Hertzman/Senior HELP Scholar

- c. Notwithstanding paragraphs 2. (a) and (b) of this Schedule, in no event will the financial contribution payments payable to the University, in accordance with paragraphs 2. (a) and (b) of this schedule, exceed in the aggregate of \$2,887,552 in the 2010/11 fiscal year of the Province.

Memorandum of Understanding

between
the Ministry of Education (MEd)
and
the Ministry of Healthy Living and Sport (MHLS)
and
X the Ministry for Children and Family Development (MCFD)
regarding
The Human Early Learning Partnership (HELP) Transfer Under Agreement
(Fiscal 2010/11)

Preamble

WHEREAS MCFD solely funded the Human Early Learning Partnership Agreement (the Agreement) prior to fiscal 2008/09;

WHEREAS, the MEd and MHLS entered as cost-sharing partners to the Agreement in fiscals 2008/09 and 2009/10, and would like to remain as cost-sharing partners for the 2010/11 Agreement;

WHEREAS, the MEd and MHLS agree MCFD will remain the Contract Manager for the 2010/11 Agreement;

AND WHEREAS this Memorandum of Understanding will provide the framework for communication, issues management and cost-sharing arrangements regarding the 2010/11 Agreement.

THE PARTIES AGREE AS FOLLOWS:

The purposes of this Memorandum of Understanding are:

- a) To establish roles, responsibilities and accountabilities for the administration and management of the one-year (2010/11) HELP Agreement;
- b) To establish MEd and MHLS funding levels for the HELP Agreement;
- c) To establish the cost recovery process for MEd and MHLS portions of the HELP Agreement; and
- d) To recognize that all Ministries agree, in good faith, to make their best efforts in the securing of funds to support the 2010/11 HELP agreement through Government decision making processes.

1.0 Definitions:

In this Memorandum of Understanding:

- a) "HELP" means the Human Early Learning Partnership, a collaborative, interdisciplinary coalition of five British Columbia universities, (UBC [the Point Grey and Okanagan campuses] UVic, UNBC, SFU, and Thompson River University) linking over 200 faculty, researchers, and graduate students and conducting research to support educators, policy-makers, parents, and experts as well as other community partners in their work to improve early childhood development services in the province;
- b) "EDI" means the Early Development Instrument, a research tool implemented annually by HELP that assesses the state of children's development in kindergarten, and is completed by kindergarten teachers, in partnership with B.C.'s School Districts, Band Schools and independent schools;
- c) "Province" means the Ministries of Children and Family Development, Healthy Living and Sport, and Education;
- d) "Agreement" means the fiscal 2010/11 Transfer Under Agreement between the Province and HELP; and
- e) "Agreement Term" means the term of the HELP Agreement, commencing on April 1, 2010, and expiring on Mar.31, 2011.

2.0 Transfer Details (see Appendix for further information)

- a) The total amount of MEd's contribution to the 2010/11 HELP Agreement is \$666,000. The MEd contribution will be directed toward the annual implementation of EDI;
- b) MCFD will journal voucher MEd for 25 per cent of the total annual amount referred to in Schedule B 2 (a) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- c) The total amount of the MHLS contribution to the 2010/11 HELP Agreement is \$260,000. The MHLS contribution will be directed toward the annual implementation of EDI;
- d) MCFD will journal voucher MHLS for 25 per cent of the total annual amount referred to in Schedule B 2 (c) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- e) If MEd or MHLS request any ad hoc and/or additional research not covered under the deliverables outlined under the Schedule A of the Agreement, MCFD will journal voucher MEd and/or MHLS after receipt of any invoices for the ad hoc and/or additional research from HELP; and
- f) Transfer details outlined in this Memorandum of Understanding are subject to Government's funding approval.

3.0 Partner Ministry Roles and Responsibilities

All ministries agree to:

- a) Use EDI and other relevant research information in planning and managing their programs and services related to children;
- b) Notify partner ministries of any potential issues or disputes with HELP pertaining directly or indirectly to the contribution agreement; and
- c) Collaborate on issues pertaining to the Agreement, and share information through MCFD's Senior Director, Research, Evaluation and Quality Assurance; MHLS' Executive Director, Women's Healthy Living Secretariat; and MEd's Director, Early Learning.

MCFD agrees to:

- d) Act as the Contract Manager for the HELP Agreement;
- e) Contribute \$1.9¹ million for the HELP Agreement Term;
- f) Coordinate inter-ministry payments as outlined under section 2.0 of this document and coordinate the combined quarterly payments to HELP as outlined in the Agreement's Schedule B;
- g) Act as the first point of contact between the Province and HELP regarding research agreement deliverables;
- h) Distribute incoming reports, presentations and summaries prepared by HELP to MEd and MHLS representatives; and
- i) Facilitate resolution of any issues arising from MCFD programs and services relating to the Agreement with HELP.

MEd agrees to:

- j) Contribute the full amounts outlined in section 2.0 (a) of this document, towards the annual implementation of the EDI, and;
- k) Facilitate resolution of any issues arising from School Districts and education services relating to the Agreement with HELP.

MHLS agrees to:

- l) Contribute the full amounts outlined in section 2.0 (c), towards the annual implementation of EDI, and;
- m) Facilitate resolution of any issues arising from Health Authority services relating to the Agreement with HELP.

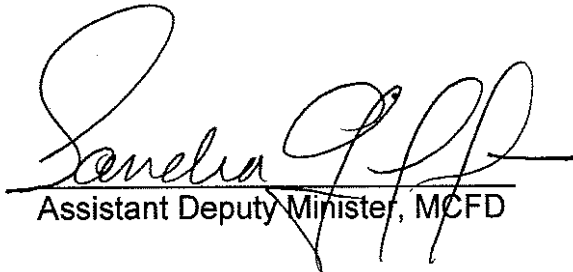
¹ Actual budget is \$1,886,500

4.0 Issue Resolution

- a) Wherever possible, issues arising between the ministries with respect to the Agreement will be resolved at the program level;
- b) Wherever section 4 (a) is not workable, resolution will be attempted by MCFD's Senior Director, Research, Evaluation and Quality Assurance, MHLS' Executive Director, Women's Healthy Living Secretariat and MEd's Director, Early Learning;
- c) Wherever sections 4 (a) and (b) are not workable, the issues will be referred to the Assistant Deputy Ministers responsible for resolution.

5.0 Effective Date and Term of this Memorandum of Understanding

- a) This Memorandum of Understanding is effective April 1st, 2010 until the HELP Agreement expiry on March 31st, 2011; and
- b) This Memorandum of Understanding may be amended by the written agreement of the signatories or their designates.


Assistant Deputy Minister, MCFD

Assistant Deputy Minister, MEd

Date

Date

Assistant Deputy Minister, MHLS

Date

**Appendix to the Memorandum of Understanding Regarding the Human
Early Learning Partnership (HELP) Transfer Under Agreement
(Fiscal 2010/11)**

Summary of Payments/Journal Vouchers over the Agreement Term:

Payment/Journal Voucher Schedule	Ministry Funding (\$ millions)			
	MCFD	MEd	MHLS	All Ministries
30-Jun-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
30-Sep-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
31-Dec-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
31-Mar-11	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
Total	\$ 1.900	\$ 0.666	\$ 0.260	\$ 2.826

Memorandum of Understanding

between

X the Ministry of Education (MEd)

and

the Ministry of Healthy Living and Sport (MHLS)

and

the Ministry for Children and Family Development (MCFD).

regarding

The Human Early Learning Partnership (HELP) Transfer Under Agreement
(Fiscal 2010/11)

Preamble

WHEREAS MCFD solely funded the Human Early Learning Partnership Agreement (the Agreement) prior to fiscal 2008/09;

WHEREAS, the MEd and MHLS entered as cost-sharing partners to the Agreement in fiscals 2008/09 and 2009/10, and would like to remain as cost-sharing partners for the 2010/11 Agreement;

WHEREAS, the MEd and MHLS agree MCFD will remain the Contract Manager for the 2010/11 Agreement;

AND WHEREAS this Memorandum of Understanding will provide the framework for communication, issues management and cost-sharing arrangements regarding the 2010/11 Agreement.

THE PARTIES AGREE AS FOLLOWS:

The purposes of this Memorandum of Understanding are:

- a) To establish roles, responsibilities and accountabilities for the administration and management of the one-year (2010/11) HELP Agreement;
- b) To establish MEd and MHLS funding levels for the HELP Agreement;
- c) To establish the cost recovery process for MEd and MHLS portions of the HELP Agreement; and
- d) To recognize that all Ministries agree, in good faith, to make their best efforts in the securing of funds to support the 2010/11 HELP agreement through Government decision making processes.

1.0 Definitions:

In this Memorandum of Understanding:

- a) "HELP" means the Human Early Learning Partnership, a collaborative, interdisciplinary coalition of five British Columbia universities, (UBC [the Point Grey and Okanagan campuses] UVic, UNBC, SFU, and Thompson River University) linking over 200 faculty, researchers, and graduate students and conducting research to support educators, policy-makers, parents, and experts as well as other community partners in their work to improve early childhood development services in the province;
- b) "EDI" means the Early Development Instrument, a research tool implemented annually by HELP that assesses the state of children's development in kindergarten, and is completed by kindergarten teachers, in partnership with B.C.'s School Districts, Band Schools and independent schools;
- c) "Province" means the Ministries of Children and Family Development, Healthy Living and Sport, and Education;
- d) "Agreement" means the fiscal 2010/11 Transfer Under Agreement between the Province and HELP; and
- e) "Agreement Term" means the term of the HELP Agreement, commencing on April 1, 2010, and expiring on Mar.31, 2011.

2.0 Transfer Details (see Appendix for further information)

- a) The total amount of MEd's contribution to the 2010/11 HELP Agreement is \$666,000. The MEd contribution will be directed toward the annual implementation of EDI;
- b) MCFD will journal voucher MEd for 25 per cent of the total annual amount referred to in Schedule B 2 (a) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- c) The total amount of the MHLS contribution to the 2010/11 HELP Agreement is \$260,000. The MHLS contribution will be directed toward the annual implementation of EDI;
- d) MCFD will journal voucher MHLS for 25 per cent of the total annual amount referred to in Schedule B 2 (c) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- e) If MEd or MHLS request any ad hoc and/or additional research not covered under the deliverables outlined under the Schedule A of the Agreement, MCFD will journal voucher MEd and/or MHLS after receipt of any invoices for the ad hoc and/or additional research from HELP; and
- f) Transfer details outlined in this Memorandum of Understanding are subject to Government's funding approval.

3.0 Partner Ministry Roles and Responsibilities

All ministries agree to:

- a) Use EDI and other relevant research information in planning and managing their programs and services related to children;
- b) Notify partner ministries of any potential issues or disputes with HELP pertaining directly or indirectly to the contribution agreement; and
- c) Collaborate on issues pertaining to the Agreement, and share information through MCFD's Senior Director, Early Childhood Development Policy and Support; MHLS' Executive Director, Women's Healthy Living Secretariat; and MEd's Director, Early Learning.

MCFD agrees to:

- d) Act as the Contract Manager for the HELP Agreement;
- e) Contribute \$1.9¹ million for the HELP Agreement Term;
- f) Coordinate inter-ministry payments as outlined under section 2.0 of this document and coordinate the combined quarterly payments to HELP as outlined in the Agreement's Schedule B;
- g) Act as the first point of contact between the Province and HELP regarding research agreement deliverables;
- h) Distribute incoming reports, presentations and summaries prepared by HELP to MEd and MHLS representatives; and
- i) Facilitate resolution of any issues arising from MCFD programs and services relating to the Agreement with HELP.

MEd agrees to:

- j) Contribute the full amounts outlined in section 2.0 (a) of this document, towards the annual implementation of the EDI, and;
- k) Facilitate resolution of any issues arising from School Districts and education services relating to the Agreement with HELP.

MHLS agrees to:

- l) Contribute the full amounts outlined in section 2.0 (c), towards the annual implementation of EDI, and;
- m) Facilitate resolution of any issues arising from Health Authority services relating to the Agreement with HELP.

¹ Actual budget is \$1,886,500.

4.0 Issue Resolution

- a) Wherever possible, issues arising between the ministries with respect to the Agreement will be resolved at the program level;
- b) Wherever section 4 (a) is not workable, resolution will be attempted by MCFD's Senior Director, Early Years Policy and Support, MHLS' Executive Director, Women's Healthy Living Secretariat and MEd's Director, Early Learning;
- c) Wherever sections 4 (a) and (b) are not workable, the issues will be referred to the Assistant Deputy Ministers responsible for resolution.

5.0 Effective Date and Term of this Memorandum of Understanding

- a) This Memorandum of Understanding is effective April 1st, 2010 until the HELP Agreement expiry on March 31st, 2011; and
- b) This Memorandum of Understanding may be amended by the written agreement of the signatories or their designates.

Assistant Deputy Minister, MCFD

Date

Assistant Deputy Minister, MHLS

Date



Assistant Deputy Minister, MEd

March 11 2010

Date

**Appendix to the Memorandum of Understanding Regarding the Human
Early Learning Partnership (HELP) Transfer Under Agreement
(Fiscal 2010/11)**

Summary of Payments/Journal Vouchers over the Agreement Term:

Payment/Journal Voucher Schedule	Ministry Funding (\$ millions)			
	MCFD	MEC	MHLS	All Ministries
30-Jun-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
30-Sep-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
31-Dec-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
31-Mar-11	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
Total	\$ 1.900	\$ 0.666	\$ 0.260	\$ 2.826

Memorandum of Understanding

between
the Ministry of Education (MEd)
and
X the Ministry of Healthy Living and Sport (MHLS)
and
the Ministry for Children and Family Development (MCFD)
regarding
The Human Early Learning Partnership (HELP) Transfer Under Agreement
(Fiscal 2010/11)

Preamble

WHEREAS MCFD solely funded the Human Early Learning Partnership Agreement (the Agreement) prior to fiscal 2008/09;

WHEREAS, the MEd and MHLS entered as cost-sharing partners to the Agreement in fiscals 2008/09 and 2009/10, and would like to remain as cost-sharing partners for the 2010/11 Agreement;

WHEREAS, the MEd and MHLS agree MCFD will remain the Contract Manager for the 2010/11 Agreement;

AND WHEREAS this Memorandum of Understanding will provide the framework for communication, issues management and cost-sharing arrangements regarding the 2010/11 Agreement.

THE PARTIES AGREE AS FOLLOWS:

The purposes of this Memorandum of Understanding are:

- a) To establish roles, responsibilities and accountabilities for the administration and management of the one-year (2010/11) HELP Agreement;
- b) To establish MEd and MHLS funding levels for the HELP Agreement;
- c) To establish the cost recovery process for MEd and MHLS portions of the HELP Agreement; and
- d) To recognize that all Ministries agree, in good faith, to make their best efforts in the securing of funds to support the 2010/11 HELP agreement through Government decision making processes.

1.0 Definitions:

In this Memorandum of Understanding:

- a) "HELP" means the Human Early Learning Partnership, a collaborative, interdisciplinary coalition of five British Columbia universities, (UBC [the Point Grey and Okanagan campuses] UVic, UNBC, SFU, and Thompson River University) linking over 200 faculty, researchers, and graduate students and conducting research to support educators, policy-makers, parents, and experts as well as other community partners in their work to improve early childhood development services in the province;
- b) "EDI" means the Early Development Instrument, a research tool implemented annually by HELP that assesses the state of children's development in kindergarten, and is completed by kindergarten teachers, in partnership with B.C.'s School Districts, Band Schools and independent schools;
- c) "Province" means the Ministries of Children and Family Development, Healthy Living and Sport, and Education;
- d) "Agreement" means the fiscal 2010/11 Transfer Under Agreement between the Province and HELP; and
- e) "Agreement Term" means the term of the HELP Agreement, commencing on April 1, 2010, and expiring on Mar.31, 2011.

2.0 Transfer Details (see Appendix for further information)

- a) The total amount of MEd's contribution to the 2010/11 HELP Agreement is \$666,000. The MEd contribution will be directed toward the annual implementation of EDI;
- b) MCFD will journal voucher MEd for 25 per cent of the total annual amount referred to in Schedule B 2 (a) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- c) The total amount of the MHLS contribution to the 2010/11 HELP Agreement is \$200,000. In addition, the MHLS will provide \$60,000 to MCFD for related contractual services associated with the Agreement. The MHLS contribution will be directed toward the annual implementation of EDI;
- d) MCFD will journal voucher MHLS for 25 per cent of the total annual amount referred to in Schedule B 2 (c) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- e) If MEd or MHLS request any ad hoc and/or additional research not covered under the deliverables outlined under the Schedule A of the Agreement, MCFD will journal voucher MEd and/or MHLS after receipt of any invoices for the ad hoc and/or additional research from HELP; and
- f) Transfer details outlined in this Memorandum of Understanding are subject to Government's funding approval.

3.0 Partner Ministry Roles and Responsibilities

All ministries agree to:

- a) Use EDI and other relevant research information in planning and managing their programs and services related to children;
- b) Notify partner ministries of any potential issues or disputes with HELP pertaining directly or indirectly to the contribution agreement; and
- c) Collaborate on issues pertaining to the Agreement, and share information through MCFD's Senior Director, Research, Evaluation and Quality Assurance; MHLS' Executive Director, Women's Healthy Living Secretariat; and MEd's Director, Early Learning.

MCFD agrees to:

- d) Act as the Contract Manager for the HELP Agreement;
- e) Contribute \$1.9¹ million for the HELP Agreement Term;
- f) Coordinate inter-ministry payments as outlined under section 2.0 of this document and coordinate the combined quarterly payments to HELP as outlined in the Agreement's Schedule B;
- g) Act as the first point of contact between the Province and HELP regarding research agreement deliverables;
- h) Distribute incoming reports, presentations and summaries prepared by HELP to MEd and MHLS representatives; and
- i) Facilitate resolution of any issues arising from MCFD programs and services relating to the Agreement with HELP.

MEd agrees to:

- j) Contribute the full amounts outlined in section 2.0 (a) of this document, towards the annual implementation of the EDI, and;
- k) Facilitate resolution of any issues arising from School Districts and education services relating to the Agreement with HELP.

MHLS agrees to:

- l) Contribute the full amounts outlined in section 2.0 (c), towards the annual implementation of EDI, and;
- m) Facilitate resolution of any issues arising from Health Authority services relating to the Agreement with HELP.

¹ Actual budget is \$1,886,500

4.0 Issue Resolution

- a) Wherever possible, issues arising between the ministries with respect to the Agreement will be resolved at the program level;
- b) Wherever section 4 (a) is not workable, resolution will be attempted by MCFD's Senior Director, Research, Evaluation and Quality Assurance, MHLS' Executive Director, Women's Healthy Living Secretariat and MEd's Director, Early Learning;
- c) Wherever sections 4 (a) and (b) are not workable, the issues will be referred to the Assistant Deputy Ministers responsible for resolution.

5.0 Effective Date and Term of this Memorandum of Understanding

- a) This Memorandum of Understanding is effective April 1st, 2010 until the HELP Agreement expiry on March 31st, 2011; and
- b) This Memorandum of Understanding may be amended by the written agreement of the signatories or their designates.

Assistant Deputy Minister, MCFD

Assistant Deputy Minister, MEd

Date

Date



Andrew Hazlewood
Assistant Deputy Minister, MHLS



Date

**Appendix to the Memorandum of Understanding Regarding the Human
Early Learning Partnership (HELP) Transfer Under Agreement
(Fiscal 2010/11)**

Summary of Payments/Journal Vouchers over the Agreement Term:

Payment/Journal Voucher Schedule	Mandatory Funding (State/County)			
	MCED	MCED	MHLS	MCED/MHLS
30-Jun-10	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
30-Sep-10	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
31-Dec-10	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
31-Mar-11	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
Total	\$ 1.960	\$ 0.666	\$ 0.200	\$ 2.826

² MHLS will provide an additional \$60,000 to MCFD for related contractual services associated with the Agreement. This \$60,000 is reflected in MCFD's total in the above Summary of Payments.



**BRITISH
COLUMBIA**

Ministry of Children
and Family Development

**PROFESSIONAL SERVICES/
CONSULTING CONTRACT
EVALUATION**

The personal information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *FAA* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Executive Director, Financial and Decision Support Services Branch, (250)387-5951, PO Box 9780 Stn Prov Govt, Victoria, B.C. V8W 9S4.

CONTRACTOR NAME University of British Columbia	CONTRACT NUMBER XLR182420	RESPONSIBILITY CENTRE XLR
--	-------------------------------------	-------------------------------------

CONTRACT TERM

PAYMENT: FEES \$3.22 M	PAYMENT: EXPENSES N/A	START DATE (YYYY/MM/DD) 2009-05-25	END DATE (YYYY/MM/DD) 2010-06-15
----------------------------------	---------------------------------	--	--

SUMMARY: DESCRIPTION OF SERVICES

Support the Human Early Learning Partnership (HELP) to administer the Early Development Instrument (EDI) in school districts province-wide and to conduct research that advances early childhood development in BC.

CONTRACT RESULTS

	YES	NO	(If NO - provide explanation, attach additional sheet if required.)
All deliverables provided	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standards/specifications/outcomes achieved	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Contract completed/reports submitted on time	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Completed within original budget	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

DESCRIBE WHAT QUALITATIVE BENEFITS WERE ACHIEVED AND/OR COSTS WERE AVOIDED AND/OR REVENUE GENERATED.

53 of 59 school districts participated in the EDI in 2009/10; more than 1300 teachers across BC received EDI teacher training. Focus groups were conducted on knowledge dissemination (mapping) to determine effectiveness. Major Aboriginal consultations were held. Immigrant and refugee research was conducted.

DESCRIBE HOW VALUE FOR MONEY WAS ACHIEVED.

A newly-developed electronic EDI resulted in a more efficient implementation and a higher quality of support for teachers. EDI data was also received two months earlier than in the previous year. A new Aboriginal working group was created to collaborate with senior Aboriginal researchers.

HAS THE REPORT BEEN REVIEWED AND AN ACTION PLAN CREATED TO ENSURE ACCEPTED RECOMMENDATIONS WILL BE IMPLEMENTED? EXPLAIN:

Four reports were completed during the contract term. Each report provided an update on all activities set out in the contract.

WILL THE CONTRACTOR'S RECOMMENDATIONS BE IMPLEMENTED, IF NOT ALREADY DONE SO? EXPLAIN:

N/A

WOULD YOU CONTRACT WITH THIS CONTRACTOR AGAIN? EXPLAIN:

Yes. A new contract is in effect with this contractor for the term of June 16, 2010 to March 31, 2011.

CONTRACT MANAGEMENT SELF EVALUATION

WOULD THERE BE ANYTHING YOU WOULD DO DIFFERENTLY IF YOU HAD TO DO THIS TYPE OF ASSIGNMENT AGAIN?

No

CONTRACT ADMINISTRATOR SIGNATURE <i>E. Ketterer for T. Butler</i>	PRINT NAME E. Ketterer for Teresa Butler	DATE (YYYY/MM/DD) 2010/06/17
SPENDING AUTHORITY SIGNATURE <i>Aleksandra Stevanovic</i>	PRINT NAME Aleksandra Stevanovic	DATE (YYYY/MM/DD) 2010/06/24



BRITISH
COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by

The Minister of Children and Family Development

(the "Province", the "Minister", a "Director", "we", "us", or "our" as applicable)

AND

The University of British Columbia

(the "Contractor", "you", or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement number XLR182420 and dated May 25,
2009, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective March 31, 2010.

AGREEMENT

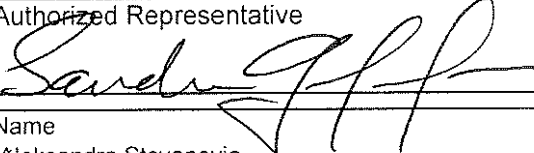
The parties agree as follows:

1. Contract term extended through June 15, 2010.

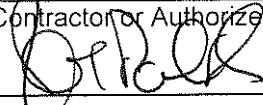
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 31st day of March, 2010.

SIGNED AND DELIVERED on behalf of the Province by its
authorized representative:

Authorized Representative

Name Aleksandra Stevanovic Sandra Griffin
Title A/Senior Director, Early Years, MCFD Assistant Deputy Minister

SIGNED AND DELIVERED by or on behalf of the Contractor (or
by an authorized signatory of the Contractor if a Corporation)

Contractor or Authorized Signatory

Name J. P. Heale, PhD, MBA Associate Director
Title University-Industry Liaison Office

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION COPY 2 - CONTRACTOR COPY 3 - ORIGINATING OFFICE



BRITISH
COLUMBIA

Ministry of Children
and Family Development

**REQUEST FOR
CONTRACT APPROVAL:
MODIFICATION AGREEMENT**

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Help Desk, Finance and Administration Branch, (250)953-4380, PO Box 9760 Stn Prov Govt, Victoria, B.C. V8W 9S4.

In order to initiate the modification process, you are required to attach a copy of your approved CF2511A form, a copy of the initial contract and a draft copy of this form (CF2511B).

For office use only

CLIFF # XLR 18240

CROSSREFERENCE # _____

1. VALUE OF INITIAL AND MODIFIED CONTRACT

	FROM (YYYY/MM/DD)	TO (YYYY/MM/DD)	MAXIMUM FEES	MAXIMUM EXPENSES	TOTAL
Initial Contract	2009/05/25	2010/03/31	\$ 2,966,000.00	\$	\$ 2,966,000.00
Modification #1	2009/09/08	2010/03/31	\$ 260,000.00	\$	\$ 260,000.00
Modification #2	2010/04/01	2010/06/15	\$ 0.00	\$ 0.00	\$ 0.00
Total Amount (cumulative value of initial contract and any modifications)			\$ 3,226,000.00	\$ 0.00	\$ 3,226,000.00

2. RATIONALE FOR MODIFICATION (check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Change in contractor's legal name or address | <input type="checkbox"/> Price and Term change |
| <input type="checkbox"/> Price change | <input type="checkbox"/> Scope change (same as Direct Award) |
| <input checked="" type="checkbox"/> Term change | <input type="checkbox"/> Direct Award (must meet at least one of the criteria in CPPM, |

3. ADDITIONAL RATIONALE FOR MODIFICATION

(Identify factors that were not known during the procurement and contract award processes)

Contract term extended through June 15, 2010.

4. REVIEW AND ADVICE (see Approval Matrix/Process Chart)

- ☐ Contract Specialist (if applicable)

Reviewed by: _____ Date (YYYY/MM/DD): _____

and/or

- ☒ Procurement Governance and Policy Team (for professional service contracts only)

Reviewed by: Mike Quinn Date (YYYY/MM/DD): 2010/03/30

5. APPROVALS (See Approval Matrix/Process Chart and sign where applicable)

APPROVING AUTHORITY	SIGNATURE	DATE SIGNED (YYYY/MM/DD)
Expense Authority - I hereby certify that this request meets all applicable government and ministry policies		
Assistant Deputy Minister <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved		2010/03/30
Executive Financial Officer <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved		



BRITISH
COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by Minister Of Children and Family Development

The Ministry of Children and Family Development

(the "Province", the "Minister", a "Director", "we", "us", or "our" as applicable)

AND

The University of British Columbia

(the "Contractor", "you", or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement number XLR182420 and dated May 25,
2009, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective September 8, 2009.


AGREEMENT

The parties agree as follows:

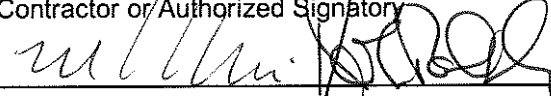
1. To amend Schedule A, section 5.01 a, b, c and d, (EDI Related Deliverables) to include "all school districts in B.C. with the capacity and willingness to participate" in annual EDI activities." To amend Schedule B, section 1, to increase the total research agreement aggregate from \$2,966,000.00 to \$3,226,000.00, and section 2. a to increase the final two quarterly payments (December 31, 2009 and March 31, 2010) from \$741,500.00 to \$871,500.00. Schedule B, section 2. c revised so total contribution will "not exceed in the aggregate of \$3,301,000.00 in the fiscal year of the Province."
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 11 day of September, 2009.

SIGNED AND DELIVERED on behalf of the Province by its
authorized representative:

Authorized Representative 
Name Marilyn Hedlund
Title ADM - Early Years, MCFD

SIGNED AND DELIVERED by or on behalf of the Contractor (or
by an authorized/signatory of the Contractor if a Corporation)

Contractor or Authorized Signatory 
Name MARIO A. KASAPI
Title Associate Director University - Industry Liaison Office

J. P. Heale, PhD, MBA Associate Director University-Industry Liaison Office

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION COPY 2 - CONTRACTOR COPY 3 - ORIGINATING OFFICE



BRITISH
COLUMBIA

Ministry of Children
and Family Development

**REQUEST FOR
CONTRACT APPROVAL:
MODIFICATION AGREEMENT**

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In order to initiate the modification process, you are required to attach a copy of your approved CF2511A form, a copy of the initial contract and a draft copy of this form (CF2511B).

For office use only

CLIFF # XLR 182420

CROSSREFERENCE # _____

1. VALUE OF INITIAL AND MODIFIED CONTRACT

	FROM (YYYY/MM/DD)	TO (YYYY/MM/DD)	MAXIMUM FEES	MAXIMUM EXPENSES	TOTAL
Initial Contract	2009/05/25	2010/03/31	\$ 2,966,000.00	\$	\$ 2,966,000.00
Modification #1	2009/09/08	2010/03/31	\$ 260,000.00	\$	\$ 260,000.00
Modification #2			\$	\$	\$ 0.00
Total Amount (cumulative value of Initial contract and any modifications)			\$ 3,226,000.00	\$ 0.00	\$ 3,226,000.00

2. RATIONALE FOR MODIFICATION (check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Change in contractor's legal name or address | <input type="checkbox"/> Price and Term change |
| <input type="checkbox"/> Price change | <input checked="" type="checkbox"/> Scope change (same as Direct Award) |
| <input type="checkbox"/> Term change | <input type="checkbox"/> Direct Award (must meet at least one of the criteria in CPPM, |

3. ADDITIONAL RATIONALE FOR MODIFICATION

(Identify factors that were not known during the procurement and contract award processes)

Additional funding has become available through the Ministry of Healthy Living and Sport to support the full implementation of the Early Development Instrument (EDI) during the 2009/10 school year in all B.C. schools with the willingness and capacity to participate.

4. REVIEW AND ADVICE (see Approval Matrix/Process Chart)

- | | |
|--|---|
| <input type="checkbox"/> Contract Specialist (if applicable) | Reviewed by: _____ Date (YYYY/MM/DD): _____ |
| and/or | |
| <input checked="" type="checkbox"/> Procurement Governance and Policy Team (for professional service contracts only) | Reviewed by: <u>Michael Quinn (per attached email)</u> Date (YYYY/MM/DD): <u>2009/08/31</u> |

5. APPROVALS (See Approval Matrix/Process Chart and sign where applicable)

APPROVING AUTHORITY	SIGNATURE	DATE SIGNED (YYYY/MM/DD)
Expense Authority - I hereby certify that this request meets all applicable government and ministry policies		2009/09/03
Assistant Deputy Minister <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved		
Executive Financial Officer <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved		

Sponsored Research Agreement

Contract # XLR182420

Province of British Columbia
Ministry of Children and Family Development

Transfer Under Agreement for Research at a B.C. Public University

THIS AGREEMENT dated for reference the 25th day of May 2009

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Ministers of Children and Family Development
(the "Province")

OF THE FIRST PART

AND:

University of British Columbia
(the "University")

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1—DEFINITIONS

1.01 Where used in this Agreement:

- (a) "Commercial" means being able to yield or make a profit, prepared, done, or acting with sole or chief emphasis on saleability, profit, or success;
- (b) "Financial Contribution" means the total aggregate funding value stipulated in Schedule B;
- (c) "Intellectual Property" means intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual works and know-how;
- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, on hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by the University, or provided by or on behalf of the Province to, the University as a direct result of this Agreement, but does not include property owned by the University;
- (e) "Non-Commercial" means not being able to profit financially at any time from the Material under this Agreement between the Province and University, in the use of the Material by the following non-commercial users and their employees: government ministries, agencies, boards and commissions; educational institutions (such as public school boards, public post-secondary institutions, community and technical institutes); and non-profit organizations (such as public libraries, charities, and other organizations created for the promotion of educational, health or social services purposes);

- (f) "Personal Information" means recorded information, not including business contact information, about an identifiable individual;
- (g) "Principal Investigator" means the individual identified by the University as the person primarily responsible for the Research Project;
- (g) "Rebate" means a rebate of 67% on Federal Goods and Services Tax applicable to the University;
- (h) "Research Project" means the research project described in Schedule A; and
- (i) "Term" means the period commencing on the start date and expiring on the end date of the Agreement stipulated in the Schedule A.

SECTION 2—APPOINTMENT

- 2.01 The Province retains the University to conduct the Research Project during the Term, both described in Schedule "A".

SECTION 3—PAYMENT OF A FINANCIAL CONTRIBUTION

- 3.01 Subject to the provisions of this Agreement, the Province will pay the University, 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 Financial Contribution by the Province to the University 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 University 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 University is entitled to a Rebate from the Federal Government and will, therefore, charge to the Province only the non-refundable portion of Goods and Services Tax, as applicable to the Research Project, and as provided for within the Financial Contribution.

SECTION 4—REPRESENTATIONS AND WARRANTIES

- 4.01 Subject to paragraph 4.04 (Disclaimer), the University 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 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 fulfill its obligations under this Agreement; and
 - (c) 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.
- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the University 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 University under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the University 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.

- 4.04 **Disclaimer.** The University makes no representations or warranties, either express or implied, regarding data or other results arising from the Research Project. The University specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and the University will, in no event, be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if the University has been advised of the possibility of such damages. The Province acknowledges that the Research Project is of an experimental and exploratory nature, that no particular results can be guaranteed, and that the Province has been advised by the University to undertake its own due diligence with respect to all matters arising from 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 Each party will be an independent contractor and not the servant, employee or agent of the other party.
- 5.03 The University will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 5.04 The Province may, from time to time, give reasonable instructions to the University in relation to the carrying out of the Research Project, and the University 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. Notwithstanding the foregoing, all changes to the scope and direction of the Agreement will be made with mutual agreement between the parties.

SECTION 6—UNIVERSITY'S OBLIGATIONS

- 6.01 The University will:
- (a) carry out the Research Project in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
 - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
 - (c) comply with all applicable laws;
 - (d) hire and retain only qualified staff;
 - (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Research Project;
 - (f) co-operate with the Province in making such public announcements regarding the Research Project and the details of this Agreement as the Province requests; and
 - (g) acknowledge the financial contribution made by the Province to the University for the Research Project in any Materials, by printing on each of the Materials the following statement: "We gratefully acknowledge the financial support of the Province of British Columbia through the Ministries of Children & Family Development, Education and Healthy Living and Sport."

SECTION 7—RECORDS

- 7.01 The University will:
- (a) establish and maintain accounting and administrative records to be used as the basis for the calculation of the Financial Contribution;
 - (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred; and
 - (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the University to conduct the Research Project or keep any documents or records pertaining to the

Research Project, 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 other Material, (both printed and electronic, including, but not limited to, on hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the University as a result of this Agreement.

- 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 University.

SECTION 8—STATEMENTS AND ACCOUNTING

- 8.01 Within 3 months of being requested to do so by the Province in writing, the University will provide to the Province a financial statement documenting the expenditure of the Financial Contribution under this Agreement.
- 8.02 At the sole option of the Province, any portion of the Financial Contribution provided to the University under this Agreement and not expended at the end of the Agreement shall be retained by the University for supplemental research activities related to the Research Project.

SECTION 9—CONFLICT OF INTEREST

- 9.01 The University must not knowingly allow its research personnel involved in performing the Research Project, to provide any services to any person in circumstances that could give rise to a conflict of interest between their duties to that person and their duties to the Province under this Agreement.

SECTION 10—CONFIDENTIALITY

- 10.01 The University will treat as confidential all information or material which are clearly marked as confidential or proprietary when first disclosed (“Confidential Information”) by the Province and supplied to or obtained by the University, or any subcontractor, under this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the University to fulfill its obligations under this Agreement. Confidential Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically describing what portions of such information is considered to be proprietary or confidential. However, the University is under no obligation to maintain the confidentiality of Confidential Information which the University can show:
- (a) is or subsequently becomes generally available to the public through no act or fault of the University;
 - (b) was in the possession of the University prior to its disclosure by the Province to the University;
 - (c) was lawfully acquired by the University from a third party who was not under an obligation of confidentiality to the Province; or
 - (d) is required by an order of a legal process to disclose, provided that the University gives the Province prompt and reasonable notification of such requirement prior to disclosure; or
 - (e) was independently developed by employees, agents or consultants of the University who had no knowledge of or access to the Province’s information as evidenced by the University’s records.
- 10.02 The University will ensure that the Principle Investigator of the Research Project acknowledges the confidentiality provisions in this Agreement and it is the responsibility of the Principle Investigators to ensure that all other employees engaged in the Research Project are aware of the confidentiality provisions in this Agreement.

SECTION 11—DEFAULT

- 11.01 Any of the following events will constitute an Event of Default, namely:
- (a) the University fails to comply with any material provision of this Agreement;

- (b) subject to paragraph 4.04, any representation or warranty made by the University in accepting this Agreement is untrue or incorrect; or
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the University pursuant to or as a result of this Agreement is untrue or incorrect.

SECTION 12—TERMINATION

- 12.01 Either party may terminate this Agreement for any reason by giving at least thirty (30) days prior written notice to the other.
- 12.02 Upon the occurrence of any Event of Default and 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) terminate this Agreement, in which case the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University 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 Financial Contribution or any amount that is due to the University while the Event of Default continues;
 - (d) waive the Event of Default; and
 - (e) pursue any other remedy available at law or in equity.
- 12.03 The Province may also, at its option, terminate this Agreement immediately if the Province determines that the University's failure to comply places the health or safety of any person conducting the Research Project at immediate risk, and the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement.
- 12.04 Where this Agreement is terminated before 100% completion of the Research Project, the Province will pay to the University all costs and liabilities, including uncancellable commitments, relating to the Research Project up to but no more than the Financial Contribution which have been incurred by the University as of the date of receipt of notice of termination or the date of termination, whichever is later.

SECTION 13—DISPUTE RESOLUTION

- 13.01 All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

SECTION 14—INDEMNITY

- 14.01 The Province will indemnify and save harmless the University, its Board of Governors, directors, officers, employees, faculty, students and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the University, its Board of Governors, directors, officers, employees, students and agents may sustain, incur, suffer or 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 Province, or of any agent, employee, officer or director of the Province pursuant to this Agreement.
- 14.02 The University will indemnify and save harmless the Province, its officers, directors, 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 are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the University or its Board of Governors, directors, officers, employees, faculty, contractors, students or agents pursuant to this Agreement.

SECTION 15—ASSIGNMENT AND SUBCONTRACTING

- 15.01 The University will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the University under this Agreement; or
 - (b) subcontract any obligation of the University under this Agreement.
- 15.02 No subcontract entered into by the University will relieve the University from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the University, the University's successors and permitted assigns.

SECTION 16—OWNERSHIP AND PUBLICATION OF RESULTS AND INTELLECTUAL PROPERTY

- 16.01 Any equipment, machinery or other property, provided by the Province to the University for the conduct of the Research Project under this Agreement will:
- (a) be the exclusive property of the Province; and
 - (b) forthwith be delivered by the University to the Province on written notice to the University requesting delivery of the same at the Province's costs, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.
- 16.02 The University will retain title to any equipment purchased with funds provided by the Province under this Agreement and the Province acknowledges that the University's insurance is applicable only to such equipment owned by the University.
- 16.03 The Province acknowledges and agrees that the University owns all right, title and interest in the Material produced under this Agreement and Intellectual Property arising from the Research Project under this Agreement.
- 16.04 The University hereby grants the Province a perpetual non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, distribute, translate, practice, and reproduce the Material produced under this Agreement and Intellectual Property arising under this Agreement for scientific, educational, public good and other Non-Commercial uses. In addition, the University grants the Province the additional rights to incorporate all or portions of the Material produced under this Agreement in any reports created by the Province and to further develop the Research Project reports provided that the content of the Research Project reports is not materially modified without the written approval of the University. Upon the Province's request, the University will deliver documents satisfactory to the Province that waive in the Province's favour any moral rights to Research Project reports, as defined in "Schedule A", which the University's employees or contractors may have in said Research Project reports.
- 16.05 The University and its employees will not be restricted from presenting publications at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of the work pertaining to this Agreement. Publications, conference presentations, symposia and all other dissemination of material pertaining to the work of this Agreement will recognize the Ministries of Children & Family Development, Education and Healthy Living & Sport.

SECTION 17—OTHER FUNDING

- 17.01 The University will ensure that if the University's research personnel, involved in performing the Research Project, receives funding for or in respect of the Research Project from any person, firm, corporation or other government or government body, then the University will immediately provide the Province with details thereof.

SECTION 18—NOTICES

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

Aleksandra Stevanovic, A/Director – Early Years, Ministry of Children & Family Development
Mailing Address: PO Box 9778 Stn Prov Govt, Victoria, British Columbia V8W 9S5
Physical Address (Courier): 836 Yates Street, Victoria British Columbia,

Email: Aleksandra.Stevanovic.@gov.bc.ca
Phone: (250) 387-1440
Fax: (250) 356-2317

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

Lori G. Irwin, Deputy Director, Human Early Learning Partnership
Library Processing Centre
440 - 2206 East Mall, Vancouver, BC V6T 1Z3
Email: lori.irwin@ubc.ca
Phone: (604) 827.5395
Fax: (604) 822.0640

- 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 sent by email if applicable*).
- 18.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 19—NON-WAIVER

- 19.01 No term or condition of this Agreement and no breach by the University 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 University.
- 19.02 The written waiver by the Province or any breach by the University of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20—ENTIRE AGREEMENT

- 20.01 This Agreement including the 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 including, without limitation, paragraphs 3.02, 4.04, 7.01, 7.02, 8.02, 10.01, 12.04, 13.01, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, and all of the rights and remedies of the parties, 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.
- 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 If any provision of this Agreement or the 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.
- 22.05 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 Research Project that by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

- 22.06 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.
- 22.07 Time is of the essence of this Agreement.
- 22.08 For the purpose of paragraphs 22.09 and 22.10, an “Event of Force Majeure” includes, but is not limited to, acts of God, changes in the laws of Canada, 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”.
- 22.09 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.
- 22.10 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 its 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.

SIGNED AND DELIVERED by the University or
an Authorized Representative of the University

SIGNED AND DELIVERED on behalf of the Province
by an Authorized Representative of the Province

Print Name of University Authorized Representative)

SCHEDULE A—RESEARCH PROJECT AND TERM MODIFICATION AGREEMENT

1. ADDITIONAL DEFINITIONS

- a) “Aboriginal Steering Committee” means a group of individuals of Aboriginal ancestry (First Nations – Status, Non-Status, on-reserve, off-reserve – Inuit and Métis peoples) who meet regularly to ensure HELP research activities are respectful and beneficial to Aboriginal children, families and communities concerned. HELP provides funding to support the activities of this group
- b) “Aggregated data” means data combined for the purposes of reporting at a population-level rather than an individual level. Typically, HELP provides aggregate data by neighbourhood.
- c) “Cell through society” means a methodological approach to researching early child development that examines how social influences biologically embed in the early years.
- d) “Children First Initiatives” means a BC provincial community development initiative that incorporates a strength-based population health approach to improving outcomes for young children, 0-6 years, and their families.
- e) “Children with special needs” are children who require significant additional educational, medical/health and social/environmental support beyond that required by children in general, to enhance their health, development, learning, quality of life, participation and community inclusion.
- f) “Collaborative Sampling Framework” means a research framework that guides where researchers collect new data.
- g) “Community Asset Mapping Framework” means a HELP research initiative focused on identifying and graphically representing ECD and child care assets on a community level.
- h) “Community Observational Tool” means a tool created by HELP researchers intended to collect data about local physical conditions and observable behaviour related to the community.
- i) “Contract Manager (Contractor)” means the person designated by HELP to manage the contractor’s rights and obligations under this Agreement;
- j) “Contract Manager (Province)” means the person designated by the Province to manage our rights and obligations under this Agreement;
- k) “Data dictionary” means a complete list of fields with field position number, field name, field type (for example, character, numeric, date) and length, a description of the field in plain English (eg. description of dummy variables, treatment of missing and/or unknown records, specific date formats (eg. YY/MM/DD, YY/DD/MM, etc), in two formats 1) listed by ascending field position number, 2) listed alphabetically by field name.
- l) “Developmental Trajectories Research” refers to research that involves the linking of EDI in Kindergarten to the Grade 4 and when possible the Grade 7 Foundation Skills Assessment data. This information will allow us to build “normative trajectories” which will show the proportion of children in BC who are on a positive, negative, improving, and declining developmental trajectory. This will provide policy markers to create policy based on information on human development instead of based on information about one point in time.
- m) “Early Intervention” or “EI” refers to specific services provided to infants and toddlers who show signs of, or are at risk of having, a developmental delay.
- n) “ECD” means early child development;
- o) “Ecumene” refers to a mapping display demonstrates where majority of people live. This process cartographically combines census data, satellite land use classifications, and a digital elevation model to chart the extent of human settlement across British Columbia and communities have indicated that this is a more user-friendly mapping technique.
- p) “EDI” means Early Development Instrument;
- q) “e-EDI” means Electronic EDI;
- r) “EDI Mapping” means HELP’s Early Child Development (ECD) Mapping Unit produces a range of maps that show the results of the Early Development Instrument (EDI), community assets and socio-economic data.
- s) “First Call” means a cross-sectoral, non-partisan coalition. The coalition is made up of over 80 provincial organizations and 25 mobilized communities. In addition, First Call has a network of hundreds of community groups and individuals.

- t) "HELP" means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary research network that contributes to new knowledge in early child development (ECD) and enhances the quality of children's early years
- u) "IDP" refers to the Infant Development Program of BC, which provides home-based prevention/early intervention services to infants up to age three who - have or are at risk of - a developmental delay, and their families.
- v) "Knowledge Management" means the organization, storage, retrieval, and dissemination of knowledge.
- w) "MCFD" means B.C. Provincial Ministry of Children & Family Development.
- x) "MED" means B.C. Provincial Ministry of Education.
- y) "MHLS" means B.C. Provincial Ministry of Healthy Living and Sport.
- z) "MOHS" means B.C. Provincial Ministry of the Health Services.
- aa) "Province" means the Ministry of Children & Family Development (MCFD).
- bb) "Provincial Community Development Manager" is an employee of the Human Early Learning Partnership responsible for developing and implementing a strategic approach to community relationships for the Human Early Learning Partnership (HELP) and for guiding HELP staff to carry out initiatives related to community development.
- cc) "Second Order Data Analysis" refers to exploratory analysis of EDI that answers questions that arise from basic descriptive analysis of the EDI.
- dd) "SES" means socio-economic status.
- ee) "Success by Six®" means a province-wide joint initiative of United Ways, Credit Unions of BC, and the BC Government through the Ministry of Children and Family Development, and community leaders.
- ff) "University Research Standards" means based on university research policies and guidelines.
- gg) "Wiki-site" means a Web page designed to enable anyone who accesses it to contribute or modify content.
- hh) "Work Plan" means a written description of annual research and research-related activities proposed to be undertaken by HELP at the approval of the Province.

2. COMMUNICATION PROTOCOL:

- 2.01 Communication regarding this agreement between the Human Early Learning Partnership (HELP) and the Province should flow through the Province's Contract Manager and the HELP Contract Manager. Quarterly reports, communication (inquiries/requests/additional research requirements, etc.) should be directed by both parties to the respective contract managers, who will be responsible for disseminating the incoming requests, reports, etc., to partner ministries and other necessary parties.
- 2.02 Any issues pertaining to any part of this agreement raised by either the Province or HELP must be directed through the Province's Contract Manager or HELP's Contract Manager. Issues raised by either party will be responded to within five business days of receipt unless otherwise mutually agreed upon.

Province Contract Manager: Aleksandra Stevanovic, A/Director, MCFD
Mailing Address: PO Box 9778 Stn Prov Govt
Victoria, BC V8W 9S5
Physical (Courier) Address: 3rd Floor, 836 Yates Street
Victoria, B.C.
Email: Aleksandra.Stevanovic.@gov.bc.ca
Phone: (250) 387-1440
Fax: (250) 356-2317

HELP Contract Manager: Lori G. Irwin, PhD, Deputy Director
Address: Library Processing Centre
440 - 2206 East Mall
Vancouver, BC V6T 1Z3
Email: lori.irwin@ubc.ca
Phone: Voice: 604.827.5395
Fax: Fax: 604.822.0640

3. TERM OF AGREEMENT

- 3.01 The term of the agreement will be May 25, 2009 to March 31, 2010.
- 3.02 The agreement maybe extended for a term mutually agreeable by both parties. Extension is at the Province's sole discretion..

4. GENERAL HELP DELIVERABLES

- 4.01 HELP will administer the EDI in all B.C. School Districts with the capacity and willingness to participate in the data collection/analysis process.
- 4.02 EDI Data collection and data analysis in Band schools and independent private schools are at the discretion of HELP and depend on the willingness and capacity of the schools.

5. EDI RELATED DELIVERABLES

EDI – ANNUAL DATA COLLECTION

- 5.01 HELP will administer the EDI on an ongoing, annualized basis in B.C. Summaries of EDI data collection activities will be included in the regular quarterly reports made available to the Province by HELP under sections 7.01 through 7.03. EDI Data collection activities performed by HELP will include, but are not limited to:
- a. Work with all school districts in B.C. with the capacity and willingness to participate to measure the development of all Kindergarten children in BC during the 2009/10 school year;
 - b. Maintain supportive relationships with all school districts with the capacity and willingness to participate to implement annual EDI in a coordinated, collaborative and consultative way, and;
 - c. Collect EDI data from all school districts with the capacity and willingness to participate, complete electronic input of all data and ensure data are complete and ready for analysis, and that the data are linkable to other individual data sources, including Personal Education Numbers.

District/Community Support and Outreach

For each participating school district, HELP will:

- d. Provide provincial support for all school districts with the capacity and willingness to participate and communities related to privacy issues stemming from HELP research;
- e. Facilitate a broad program of support to communities through the Provincial Community Development Manager, which will be tailored to the unique needs of each community. HELP staff will provide local presentations upon request as well as proactively offer written reports and training on specific components of HELP's research, and;
- f. Perform outreach to not only geographic communities, but also to organizational and special interest communities. For example, HELP may connect with provincial librarian associations, labour organizations, specific cultural groups and early childhood educators to broaden the understanding of the research across sectors.

Electronic-EDI:

For each participating school district, HELP will:

- g. Review e-EDI's data protocol and procedures to ensure they meet with HELP's privacy code
- h. Continue to develop e-EDI system with supports/training with a plan for moving to scale.

EDI – DATA ANALYSIS

- 5.02 HELP will perform ongoing, collaborative data analysis activities related to the EDI in B.C. Summaries of data analysis activities, (e.g. milestones, research activities, data implications, etc.) will be included in the quarterly reports made available to the Province by HELP under sections 7.01 through 7.03. Data Analysis activities performed by HELP will include, but are not limited to:

Ongoing Data Analysis and Research:

- a. Exploring how EDI data are influenced by family, neighbourhood and service factors, (e.g., gender differences, teacher differences, demographic changes, community context, language group differences, etc.);
- b. Ongoing evaluation of population-based patterns, trends and influences on healthy child development and developmental vulnerability;
- c. Ensuring data quality, data cleaning, simple descriptive statistics, and creation of school and community summaries;
- d. Performing cross-sectional statistical analysis at the neighbourhood and school levels using EDI and SES data;
- e. Conducting spatial data analyses using Geographical Information Systems (GIS) software;
- f. Using EDI findings to connect to and support available public research on child resiliency, health and early learning;
- g. Systematic data gathering related to the impact of EDI provincially.;
- h. Performing statistical analysis and reporting via quarterly reports (see sections 7.01 through 7.03) on EDI data, including but not limited to the reliability and validity of the EDI as a measure of development for single waves and a comparative analyses on the EDI Waves/years, including discussion on the validity and reliability of comparisons over time at provincial, regional, school district, and community levels;
- i. Conducting detailed analyses about the EDI subscales, in addition to the five scales about which HELP typically reports;
- j. Creating online resources to facilitate the use of EDI data, maps and reports in community mobilization and early child development planning, including setting target performance measures in collaboration with the Province;
- k. Collaborating with the Province regarding setting target performance measures;

Other Research Initiatives:

- l. Assisting with ad-hoc research issues identified by the Province related to EDI at an additional cost as outlined in Schedule B. HELP must provide the Province with a written estimate of any ad-hoc research prior to commencement of any ad-hoc research. Prior to the start of the ad-hoc research, the Province and the Contractor will confirm in writing the resources are available to support the ad-hoc research, and;
- m. Collaborating with the Province to identify and conduct any other research analysis or studies at an additional cost as outlined in Schedule B to the satisfaction of the Province. The Province must approve in writing any additional work and costs in advance of any work being completed.

EDI TRAINING & COLLABORATION

- 5.03 HELP will provide summaries of EDI Teacher Training and Collaboration activities will be provided by HELP in the regular quarterly reports, (see sections 7.01 through 7.03). Training and collaboration activities performed by HELP will include, but are not limited to:

Teacher Training and Implementation:

- a. Providing training to a team of regional trainers across B.C.;
- b. Providing training, where required, for kindergarten teachers who are to administer the EDI. A list of trainings and dates will be provided to the Province upon request;
- c. Providing compensation to school districts for the teachers' release time, travel, and accommodation to attend training, release time to complete the surveys, and an administrative stipend for staff support;
- d. Providing administrative assistance to schools for copying of EDI surveys and guide as well as creation of the labels for EDI identification;

Training, Networking and Communication:

- e. Maintaining a teacher training website with materials for annual training;
- f. Maintaining a teacher, community, stakeholder website for timely access to specific information related to EDI Implementation which includes easily accessible resources;
- g. Providing an annual Fall/Winter newsletter to teachers and school districts, (additional newsletters may be provided on an ad hoc basis);
- h. Establishing a community trainers' network, consisting of both community- and school-based trainers (in each of B.C.'s 59 school districts) who will act as supporting representatives of HELP to teachers, school district staff and communities,

(e.g. Local trainers will support kindergarten teacher training, provide presentations of local research results and field questions from local communities about the work of HELP);

- i. Providing honoraria for community trainers engaged in training at an amount agreed upon in advance with the Province.
- j. Providing a annual province-wide collaborative session for engaging the network of community trainers in understanding the importance of the early years through professional development.

Evaluation of Teacher Training

- k. Conducting an evaluation of training on an annual basis, and;
- l. Conducting annual focus groups for comment on improvements to the training.

EDI – DATA PRESENTATION, DISSEMINATION & MAPPING

5.04 HELP will convert analyzed EDI data into community, regional (e.g. MCFD Regions, MEd School Districts, Health Authorities, etc.), and Provincial maps as requested by the Province. HELP will make aggregated EDI data available in mutually agreed upon formats to the Province, via the regular quarterly reports under sections 7.01 through 7.03. Data Presentation, Dissemination and Mapping activities performed by HELP will include and are not limited to:

Maps:

- a. Mapping the results of the EDI in collaboration with school districts;
- b. Providing maps to the Province as they become available via quarterly reports (sections 7.01 through 7.03) with locations of programs such as Aboriginal Headstart, Infant Development program, Family Resource Programs, Hubs, ECD tables, child care capacity and StrongStart BC early learning programs (where data available);
- c. Providing maps to the Province as they become available via quarterly reports (sections 7.01 through 7.03) of Aboriginal Nation Language group boundaries which includes EDI data for Aboriginal and Non-Aboriginal children, Head Start programs, school locations and socio-economic data for the province;
- d. Utilizing the new display of data via 'ecumene' for levels of aggregation identified in this agreement;
- e. Providing results summaries to the Province via the regular quarterly reports (sections 7.01 through 7.03) from a knowledge translation pilot to discover how new mapping products are conveying messages to stakeholders and to ensure that current practices are effective for end users;

Dissemination and Communication:

- f. Assisting communities, school districts and Provincial staff, in understanding and using the maps;
- g. Meeting with school districts, education stakeholder groups and Provincial staff about the implementation of and impact of EDI and setting targets;
- h. Meeting and working with the existing network of local intersectoral ECD coalitions including Children First Initiatives, First Call, and Success by Six®, throughout the Province to facilitate the use of community maps in planning and policy, in communities and regions across BC. HELP will provide a list of community networks/coalitions that are consulted and provided with training to the Province upon request;

Website Development and Resources:

- i. Developing and enhancing the ECD Mapping website to facilitate full public access to customized maps;
- j. Providing access to interactive maps in a web-based application allowing creation of custom maps of EDI or select socioeconomic variables by level of aggregation provincially (where data available), and;
- k. Using a web application to create interactive easy-to-use maps to allow researchers, community groups, school districts, and policy makers to explore the results of the EDI at a provincial and local level. The project is designed to follow the open geospatial consortium (OGC) standards using open source software and will allow for complete customization of map packages for all users.

ABORIGINAL EDI COLLABORATION & MAPPING

- 5.05 HELP will continue to work with Aboriginal communities, leaders, and organizations. Aboriginal EDI & Mapping activities performed by HELP will be reported on in the regular quarterly reports as outlined under sections 7.01 through 7.03. Aboriginal EDI Collaboration and Mapping activities performed by HELP will include, but are not limited to:
- a. Continuing to meet and collaborate with Aboriginal provincial and community organizations. A list of consulted Aboriginal agencies, organizations, etc. will be provided to the Province by HELP upon request;
 - b. Disseminating findings publicly from the ECD Mapping Project to understand the benefits and challenges of community mapping for Aboriginal communities;
 - c. Developing an understanding of the community development and knowledge translation needs of Aboriginal communities regarding early child development, and;
 - d. Maintaining an open dialogue, (through meetings, correspondence, etc.) with the Aboriginal Steering Committee to develop appropriate strategies and approaches for implementing the EDI in Aboriginal communities across the province.

TECHNICAL LIAISON AND DATA ANALYSIS

- 5.06 HELP will assist the Province in obtaining access to and understanding of EDI data through the following means:
- a. Continuing to work with the Province towards an interim approach to data sharing by September 30, 2009;
 - b. Upon completion of item 5.06 a, and based on 5.06 a, HELP will:
 - i. Provide a data dictionary to the Province, concurrently tied to the raw EDI data, with updated data descriptions provided if changes to any fields in the raw EDI data are made;
 - ii. Collaborate with the Province on delivering a staged training process, (e.g. three sessions over three months) according to Provincial need and deliver training to up to ten Provincial staff to include but not limited to the technical aspects of understanding, constructing, calculating, aggregating, analyzing and linking EDI data, as requested by the Province, to commence within two months after the successful completion of 5.06a, and;
 - iii. Delivering up to ten days annually of technical consultation in relation to the EDI data, as requested by the Province, at a mutually agreed time and location.
 - c. Identifying a technical liaison and contact for the Province for technical questions related to EDI and methodology.

6. GENERAL RESEARCH DELIVERABLES

- 6.01 All research conducted by HELP will be carried out in compliance with the University of British Columbia's research standards. Summaries of all research projects will be provided through the regular quarterly reports outlined under sections 7.01 through 7.03. Research and data analysis activities carried out by HELP will include and are not limited to:

Second Order EDI Data Analysis

- a. Using EDI data to assist B.C. researchers to organize their ECD related projects in locations that enhance the opportunities for interdisciplinary exchange, "cell-through-society" analysis of child development, and policy learning;
- b. Ongoing development of models and statistical procedures to explore the determinants of child development and how the state of children's development at Kindergarten entry is mediated/modified by socioeconomic status (SES), ethnic and/or neighbourhood/school contextual factors;
- c. Conducting ongoing analyses in the multi-level measurement of the ecological validity and reliability of the EDI and other EDI psychometric analysis;
- d. Conducting analyses of electronic version of EDI compared to paper version of EDI;
- e. Continuing in-depth Collaborative Sampling Framework studies in select B.C. communities which examine:
 - i. Why some BC communities meet, exceed or fall below expectations on the EDI based on their socioeconomic and demographics characteristics, and;
 - ii. Why some BC communities meet, exceed or fall below expectations on the EDI in light of MCFD investments programs such as the Infant Development Program of BC, Family Resource Programs, learning sites, Supported Child Development, etc.

New Data Analysis and Research:

- f. Working in partnership with the Province to refine the above models by adding where available and agreed upon by the Province:
 - a. Voter turnout data for all HELP neighbourhoods
 - b. Crime rate data for all HELP neighbourhoods
 - c. Available child care service data for all HELP neighbourhoods
- g. Collecting available new data about social capital, social ties and perceptions of community resources in one hundred (100) Collaborative Sampling Framework priority communities;
- h. Conducting analyses of local governance as it relates to early childhood development in Surrey, Central Okanagan, Vernon, Greater Victoria, Prince George, Revelstoke and Dawson Creek school districts;
- i. Piloting a community observational tool in select in-depth study priority neighbourhoods within Surrey and the Central Okanagan school districts. The tool will collect data about local physical conditions and observable behaviour;
- j. Conducting epigenetic and biological research in in-depth study priority neighbourhoods in Surrey;
- k. Routinely working with colleagues in Australia to co-develop the methods above in order to facilitate future B.C./Canada—Victoria/Australia comparisons;

Early Learning and Care Research

- l. Conducting research and maps using child care data to assist the Province in identifying demographic variations in the provision and use of child care facilities;
- m. Producing policy-relevant analyses about the ecology of early learning and child care in BC, including its place in the broader benefit package available to British Columbian families with children;
- n. Research may include utilizing a range of data-sets provided by the Province from sources such as: the Child Care Operating Fund, Child Care Subsidy System, Child Care Capital Grants, resource and referral infrastructure, expenditures on training or professional development, community planning for early learning and child care, and supported child care., and;
- o. HELP and the Province will identify new data sources and opportunities to expand information flow about early learning and care in BC, including information about wages, working conditions, recruitment and retention.

Immigrant and Refugee Children

HELP will examine the influence and report findings to the Province of:

- p. Immigrant family's cultural and/or national origins;
- q. Socio-economic status of an immigrant family at Canadian entry;
- r. Characteristics of neighbourhood of residence (e.g., SES, density of immigrants from different cultural or national origins), on immigrant children's developmental trajectories; including early developmental outcomes (via the Early Development Instrument [EDI]);
- s. Educational trajectories in primary and middle school achievement (via 4th and 7th grade Foundation Skills Assessment [FSA]);
- t. Well-being outcomes (via social services utilization) for the four largest immigrant groups in British Columbia: Chinese, South Asian, Filipino, and South East Asian who do not count English or French as their mother tongue; and;
- u. Cultural identity retention between generations as it relates to the social inclusion of parents and children in B.C.

Aboriginal Children and Families

Aboriginal Children and Families analyses activities carried out by HELP will include and are not limited to:

- v. Conducting the first step feasibility study, together with stakeholders from Health Canada and PHAC, of whether or not existing EDI data can be used, in a quasi-experimental way, to assess whether on and off-reserve Aboriginal Head Start Programs are influencing children's development at the time of school entry. The results of this study will inform 6.01 w and x. towards figuring out whether or not HELP can use existing EDI data, or if HELP needs to design something prospectively.
- w. Investigating through the acquisition of the 2006 Profile of Aboriginal Children, Youth and Adults data through Statistics Canada, the association between a wide range of unique socioeconomic factors and environmental conditions

related specifically to Aboriginal children under 6 years old living off-reserve with child development for level of coverage HELP has of Aboriginal children and what the variations in this are across the province. The unique environmental conditions might range from child's health, sleep, nutrition, child care, nurturing, school, language, behavior, to cultural activities.

- x. Collecting, analyzing and interpreting data on child development of children in Aboriginal Head Start Programs (AHS) in BC. These data are routinely collected by individual AHS programs through the "Work Sampling System (WSS)" an instrument very similar to the EDI. This initiative will allow for the collection of WSS data on children at ages 3 and 4 and then link them to EDI scores at age 5 and subsequent school outcomes in the early school years. Key deliverables would be annual reports on WSS scores and reports on the developmental trajectories of AHS graduates into the public school system.

Children With Special Needs

Children with Special Needs analyses activities carried out by HELP will include and are not limited to:

- y. Conducting research on children who are developmentally vulnerable due to biological, medical and/or environmental factors, in consultation with the Province and community-based programs. The focus of research is to understand the:
 - i. Developmental pathways of children from 0-6;
 - ii. Intervention programs for children in this age range (including but not limited to IDP, Supported Child Care, Aboriginal Head Start, etc.);
 - iii. Social integration of these children and their families; and
 - iv. Interplay between the multiple contexts of family, neighborhood and community factors in communities in which at-risk and non-at-risk children live.
 - v. Utilize detailed EDI data and other data sources as early markers to understand the developmental pathways, strengths and challenges of developmentally at-risk children at school entry and in their subsequent early school years.

Social Care and Social Citizenship Research

Analyses activities carried out by HELP will include and are not limited to:

- z. Providing comparable data about family policy in Canadian provinces;
- aa. Evaluating provincial and federal policies relative to those in other countries, including the UK, Australia, the Netherlands, Denmark, Austria, Germany and Spain, and any other countries agreed upon by the Province and HELP;
- bb. Advancing knowledge about social care in BC, Canada and abroad;
- cc. Calculating the value of the package of tax allowances, cash benefits, exemptions from charges, subsidies and services in kind, which support parents with the costs of raising their children for each Canadian province in the years 2008 and 2009 to develop a metric by which stakeholders can efficiently compare family policy variation as it is presently, while also setting the stage to track policy developments over time;
- dd. Collecting similar family benefit package data for 2008 in up to twenty (20) other OECD member countries;
- ee. Working to adapt the HELP public website so that Canadian and international family benefit data will be available for stakeholders to download.

HELP AFFILIATE RESEARCH

6.02 HELP will promote capacity building for research and collaboration under the HELP consortium for the purposes of advancing knowledge in Early Child Development in B.C. All research will be carried out in compliance with University research standards. Summaries of all research projects, including data-sets and methodology descriptions will be provided through the regular quarterly reports outlined under sections 7.01 through 7.03. Research and capacity building activities carried out by HELP will include but are not limited to:

- a. Sustaining a network of ECD scholars from major BC Universities (University of British Columbia, University of Victoria, University of Northern British Columbia, Simon Fraser University, University of British Columbia Okanagan, Thompson Rivers University) to facilitate interdisciplinary learning and collaboration to ensure that BC is a leader in creating and applying new knowledge in child development to help children thrive;

- b. Providing capacity building funds to consortium partners that facilitates interdisciplinary learning, knowledge exchange with communities, and grants facilitation;
- c. Participating on committees (strategic local, provincial, and national) regarding early child development, early learning and care, etc. HELP will provide a list of committees that HELP is involved with including a summary of involvement upon request by the Province;
- d. Working with the Province and related ECD and early learning sectors to identify the full range of actions with respect to improving early child development, and developing systems of reporting on the progress of BC's children;
- e. Working with the Province as appropriate to provide joint knowledge management dissemination or opportunities;

Inter-sectoral Partnership-Building/Knowledge Exchange, Management, Dissemination and Privacy

- f. Promoting partnership-building knowledge exchange, management, dissemination and privacy requirements related to research under the HELP consortium for the purposes of advancing knowledge in early child development in B.C.
- g. Demonstrating compliance with University research standards.

Knowledge Management

- h. Assuming a key leadership role in Knowledge Management related to ECD resources and materials (provincial, national and international), including reports, articles, research projects, Web sites, etc., to make this information accessible via HELP's electronic database and an up-to-date Web site;
- i. Preparing and providing to the Province an annual annotated bibliography of provincial publications specific to HELP researchers and affiliates;
- j. Developing the HELP library as a repository for HELP research products to facilitate access for provincial faculty, staff and students;

Knowledge Dissemination

- k. Producing a series of Research and Policy Briefs in an effort to achieve HELP's mission of contributing to understanding the biological, psychological and societal factors influencing children's health and development throughout the life-course. Briefs will incorporate research findings and outline policy considerations and will be a key communication product for HELP;
- l. Communicating objectives include timely, responsive and accessible reporting to our stakeholders and community partners;
- m. Hosting an annual "HELP Research Day" event to showcase the full-range of HELP-sponsored and HELP Affiliate research activities, and contribute to dissemination regarding research findings. This event will be open to Provincial staff. Date, location, invite list and agenda will be supplied to the Province sixty (60) days in advance of meeting date for approval;
- n. Hosting annual public event to report on current state of ECD in BC, in consultation with the Province;
- o. Partnering in hosting the Annual Assessment Workshop in partnership with the Early Childhood Educators of BC as a pre-conference day to their annual conference;
- p. Supporting knowledge synthesis by ensuring that HELP research findings are available to the Province for inclusion in annual reports and there is consistency in key messages, target reductions, etc.;
- q. Convening provincial and when appropriate regional meetings of appropriate stakeholders to facilitate the knowledge synthesis identified in (t) above;
- r. Sharing understandings of ECD research with partners through bi-annual literature updates and online collaboration;
- s. Fostering national and international exposure of HELP's research by targeting faculty and affiliates for synthesis on topics that can be submitted to the Encyclopedia on Early Child Development;

Website Development and Resources for the Province:

- t. Creating a specific stakeholder webpage as part of the HELP website by December 31, 2009. Content for the government pages will include specifics about the EDI, training information, and information exchanged during Ministry Dialogue meetings. The EDI Technical Lead will be responsible for maintaining the technical/lay interpretation of data for Provincial section of HELP website such that the Province can access the information in both lay and technical terms. The goal is to create this webpage such that it can also facilitate reporting in an efficient manner. These pages will be password protected. Website must be up and running by December 31, 2009. If there is any delay in getting the website

up and running, HELP must provide a written report to the Province outlining the reasons why the website launch has been delayed. It is the Province's sole discretion to approve or not approve the delay;

- u. Redesigning HELP's email newsletter. Preliminary design ideas include an HTML email sent semi-annual. The re-design will provide an opportunity for regular updates and information to be sent to our stakeholders and community partners in a clear and concise manner;

Data development

- v. Facilitating community data development through a pilot online strategy (e.g., establish a Wiki-site for developing community profiles to augment EDI data);
- w. Supporting provincial collaborative data gathering and data management activities by participating in meetings that involve ethical/group consent issues for ethnic minorities and Aboriginal peoples;
- x. Fostering growth and access to the HELP global ECD literature database; providing online web access to lists of relevant, new publications;

Privacy

- y. Assuming responsibility for keeping abreast of privacy legislation and practices, and;
- z. Maintaining current privacy documentation for internal and web purposes.

7. REPORTING REQUIREMENTS

REPORTING TIMELINE

7.01 HELP will provide quarterly reports to the Province as follows:

- a. April through June must be provided by August 30, 2009;
- b. July through September must be provided by October 31, 2009;
- c. October through December must be provided by January 31, 2010, and;
- d. January through March must be provided by April 30, 2010.

REPORTING CONTENT

7.02 HELP will prepare and provide quarterly reports to the Province according to the schedule outlined above, which will include (but are not limited to) summaries of the following topics/areas of research:

- a. **Annual EDI Data Collection** activities (outlined in section 5.01 a through h), which include, but are not limited to:
 - i. Itemized list of school districts and schools surveyed;
 - ii. Number of students surveyed, and;
 - iii. Number of teachers participating.
- b. **EDI Data Analysis** activities (outlined in section 5.02 a through m) which include, but are not limited to:
 - i. Summary of data analysis activities, including description of potential future research direction;
 - ii. Description of methodology and analysis;
 - iii. Evaluation of possible data implications, and;
 - iv. Any other data analysis activities identified by both HELP and the Province.
- c. **EDI Data Training and Collaboration** activities, (outlined in section 5.03 a through l), which include, but are not limited to:
 - i. Number, location and brief overview of training events delivered to Provincial staff;
 - ii. Number of training or booster sessions administered to teachers, and;
 - iii. Summaries of any collaboration or research support offered to the Province.
- d. **Data Presentation, Dissemination & Mapping** activities, (outlined in section 5.01 a through k), which include, but are not limited to:

- i. Electronic copies of maps of EDI results and socio-demographic data on a:
 - 01. Neighbourhood level;
 - 02. MEd School District level;
 - 03. MHLS Local Health Authority level;
 - 04. MHLS Health Authority level;
 - 05. MHLS Health Service Delivery areas;
 - 06. MCFD Regional level;
 - 07. Provincial level, and;
 - 08. Any other unit of analysis identified and agreed upon as pertinent by either HELP or the Province.
 - ii. Community summaries of the mapping results;
 - iii. Locally or regionally based presentation of the mapping results, and a PowerPoint presentation useful for local dissemination;
 - iv. Electronic copies of maps, summaries and relevant and appropriate PowerPoint presentations to be posted on HELP's Web site to ensure public access;
 - v. An annual provincial summary of EDI results including the presentation and analysis of the five (5) scales of the EDI and overall vulnerability figures, and;
- e. **Research Evaluation and Impact** activities; When available, report on:
- i. Knowledge translation evaluation;
 - ii. Teacher reliability study;
 - iii. Analyses in the multi-level measurement of the ecological validity and reliability of the EDI and other EDI psychometric analysis;
 - iv. Analyses of electronic version of EDI compared to paper version of EDI, and;
 - v. Impact of EDI in communities through various mechanisms such as established wiki site for stakeholder contributions, focus groups when possible, and annual EDI trainers meeting.
- f. **Aboriginal EDI Collaboration & Mapping** activities, (outlined in section 5.05 a through d), which may include, but are not limited to:
- i. Listing Aboriginal provincial and community organizations involved in consultations;
 - ii. Summaries of findings from the Aboriginal ECD Mapping Project, and;
 - iii. Summaries of community development and knowledge translation needs of Aboriginal communities identified.
- g. Written updates of the following research and activities, including current, proposed or considered research questions and directions; methodology and analysis; and preliminary and/or final results (with the modified data and descriptions of the data, used to generate the research results, available upon request):
- a. **Second Order EDI Data Analyses** activities, (outlined in section 6.01 a through e);
 - b. **New Data Analysis and Research** activities, (outlined in section 6.01 f through k);
 - c. **Early Learning and Care Research** activities (outlined in section 6.01 l through o);
 - d. **Immigrant and Refugee Children** research activities, (outlined in section 6.01 p through u);
 - e. **Aboriginal Children and Families** research activities, (outlined in section 6.01 v through x);
 - f. **Children with Special Needs** research activities, (outlined in section 6.01 y);
 - g. **Social Care and Social Citizenry Research** activities, (outlined in section 6.01 z through ee), and;
 - h. **HELP Affiliate Research** activities (outlined in section 6.02 a through aa).

GENERAL REPORTING REQUIREMENTS:

7.03 HELP will conduct the following general reporting activities, which may include, but not limited to:

- a. Providing recommendations to the Province regarding ECD resources and allocations to address gaps in services based on current research findings;
- b. Preparing and conducting ad hoc presentations to the Province, including Cabinet, Deputy Ministers, and executive staff regarding HELP's research activities and findings, with a focus on how research can be used to influence policy;
- c. Conducting quarterly Policy Research meetings within 45 days of submitting quarterly reports (outlined in section 7.01 through 7.03) with the Province to present and discuss upcoming policy needs, and opportunities and challenges for integration with EDI data;
- d. Developing and submitting to the Province, a written work plan of proposed yearly activities by July 31, 2009. The Province will supply approvals/revisions to the annual work plan to HELP by August 15, 2009.
- e. Notifying the Province reasonably in advance of research announcements or public presentations of the research or other work related to EDI and other Provincial ECD programs to provide the opportunity for Provincial participation;
- f. Collaborate with the Province on developing a reporting and Workplan template by June 30, 2009 that is satisfactory to both the Province and HELP. Reporting and Workplan templates may be updated at the agreement of both parties, and;
- g. Any other general reporting activities identified by the Province and agreed to by HELP.

8. PROVINCE REQUIREMENTS

8.01 GENERAL RESPONSIBILITIES

- a. Where the Province is required to approve a step, process or meeting, the Province will try to respond within 14 days of receipt of the request.
- b. The Province will collaborate with HELP on developing the following by June 30, 2009:
 - i. A reporting template for preparing quarterly reports, and;
 - ii. Annual Work Plan template for preparing summary of proposed yearly activities.

SCHEDULE B—FINANCIAL CONTRIBUTION

1. The Province agrees to provide to the University the amount of \$3,226,000.00 during the Term of the Agreement.
2. Payments will be made as follows:
 - (a) the Province will make four (4) payments, as follows; Quarterly in the fiscal year of the Province during the Term of the Agreement: that is, \$741,500.00 on June 30, 2009; \$741,500.00 on September 30, 2009; \$871,500.00 on December 31, 2009; and \$871,500.00 on March 31, 2010.
 - (b) any research or related work performed under section 5.02 m of the Schedule A will be charged at the rate of:

For Simple EDI analysis:
\$550/day for analyst

For Second Order Analysis:
\$550/day plus \$800/day for Faculty member/Deputy Director

For Complex Second Order Analyses:
\$550/day for analyst plus,
\$800/day for Faculty member/Deputy Director plus,
\$1000.00/day for Dr. Hertzman/Senior HELP Scholar
 - (c) notwithstanding paragraphs 2. (a) and (b) of this Schedule, in no event will the financial contribution payments payable to the University, in accordance with paragraphs 2. (a) and (b) of this schedule, exceed in the aggregate of \$3,301,000.00 in the 2009/10 fiscal year of the Province.

Memorandum of Understanding
between
the Ministry of Education (MEd)
and
the Ministry of Healthy Living and Sport (MHLS)
and
the Ministry for Children and Family Development (MCFD)
regarding
The Human Early Learning Partnership (HELP) 2009/10 Transfer Under Agreement

Preamble

WHEREAS the Ministry of Children and Family Development (MCFD) before 2007/08 funded the Human Early Learning Partnership;

WHEREAS, the Ministries of Education (MED) and Healthy Living and Sport (MHLS) are now partners to the Agreement;

WHEREAS, the MED and MHLS would like MCFD to be the Contract Manager for the HELP Agreement;

AND WHEREAS this Memorandum of Understanding will provide the framework for communication, issues management and cost sharing arrangements;

THE PARTIES AGREE AS FOLLOWS:

The purposes of this Memorandum of Understanding are:

- a) to establish roles, responsibilities and accountabilities for the administration and management of HELP Agreement;
- b) to establish MEd and MHLS funding levels for the HELP Agreement;
- c) to establish the cost recovery process for MEd and MHLS portions of the HELP Agreement; and
- d) to recognize that all Ministries agree, in good faith, to make their best efforts in the securing of funds to support the HELP agreement through Government decision making processes.

1.0 Definitions:

In this MOU:

- a) "HELP" means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary coalition of six B.C. universities which contributes to new knowledge in early child development (ECD) and enhances the quality of children's early years;
- b) "EDI" means Early Development Instrument; and

3.3. The **Ministry of Education** is responsible for:

- 1) Contributing the full amount outlined in section 2.0, towards the annual implementation of the EDI, and;
- 2) Facilitate resolution of any issues arising from school districts and education services relating to the Agreement with HELP.

3.4. The **Ministry of Healthy Living and Sport** is responsible for:

- 1) Continuing efforts to secure funding in the amount of \$586,808 for the purpose of annual implementation of EDI, and;
- 2) Facilitate resolution of any issues arising from health authority services relating to the Agreement with HELP.

4.0 Issue Resolution

- 4.1 Wherever possible, issues arising between the ministries with respect to the Agreement will be resolved at the program level;
- 4.2 Wherever section 4.1 is not workable, resolution will be attempted by MCFD's Director, Early Childhood Development Policy, MHLS' Executive Director, Women's Healthy Living Secretariat and MEd's Director, Early Learning;
- 4.3 Wherever section 4.2 is not workable, the issues will be referred to the Assistant Deputy Ministers responsible for resolution.

5.0 Effective Date and Term of this Memorandum of Understanding

- 5.1 This Memorandum of Understanding is effective April 1st, 2009 until the HELP Agreement expiry on March 31st, 2010.
- 5.2 This Memorandum of Understanding may be amended by the written agreement of the signatories or their designates.


Assistant Deputy Minister, MCFD

May 20/09
Date


Assistant Deputy Minister, MHLS

May 21/09
Date


Assistant Deputy Minister, MEd

May 21/09
Date



BRITISH
COLUMBIA

Ministry of Children
and Family Development

Modification Agreement

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BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

represented by Minister of Children and Family Development

PO Box 9705, STN PROV GOVT, Victoria, B.C., V8W 9S5

(the "Province", the "Minister", a "Director", "we", "us", or "our" as applicable)

AND

University of British Columbia, 440 - 2206 East Mall, Vancouver, B.C. V6T 1Z3

(the "Contractor", "you", or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement number XCE201082 and dated September 1, 2011, (the "Agreement").

B. The parties have agreed to modify the Agreement effective April 1, 2012

AGREEMENT

The parties agree as follows:

To amend Schedule A - Research Project and Term, as follows:

- The term of the agreement is extended until June 30, 2012, and
- the University will continue to work on EDI implementation activities and EDI data analysis, mapping & dissemination activities as specified in the original Schedule A.

1. To amend Schedule B - Financial Contribution, as follows:

- The amount that the Province agrees to pay to the University during the term of the agreement is increased to \$2,028,103.33, and
- the Province will make one payment of \$640,000.00 to the University on June 30, 2012.

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

The parties have duly executed this modification agreement as of the 10th day of April 2012

SIGNED AND DELIVERED by or on behalf of the Province by its authorized representative:

Name

Dulcie Fernandes

Title

Manager, Accreditation

SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation):

MARIO A. KASAPI

Name

Associate Director
University - Industry Liaison Office

Name

J. P. Heale, PhD, MBA
Associate Director
University-Industry Liaison Office

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION

COPY 2 - CONTRACTOR

COPY 3 - ORIGINATING OFFICE



The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Help Desk, Finance and Administration Branch, (250) 356-8139, PO Box 9760 Stn Prov Govt, Victoria, B.C. V8W 9S4.

To initiate the modification process, you must attach a copy of the approved CF2511A form, a copy of the initial contract and a draft copy of this form (CF2511B)

CLIFF# 205185

Click here if you are printing this form to fill out by hand.

CONTRACT# XCE201082

SECTION 1 - VALUE OF INITIAL AND MODIFIED CONTRACT

	FROM	TO	MAXIMUM FEES	MAXIMUM EXPENSES	TOTAL
Initial Contract	Sep-01-2011	Mar-31-2012	\$1,388,103.33		\$1,388,103.33
Modification #1	Apr-01-2012	Jun-30-2012	\$640,000.00		\$640,000.00
Total Amount (cumulative value of initial contract and modifications)			\$2,028,103.33	\$0.00	\$2,028,103.33

Additional modifications:

SECTION 2 - RATIONALE FOR MODIFICATION (check all that apply)

- ☒ Price change
☒ Term change
☒ Scope change (must meet the criteria of CPPM)
☐ Change in contractor's legal name or address

SECTION 3 - ADDITIONAL RATIONAL FOR MODIFICATION

Identify factors that were not known during the procurement and contract award processes

Negotiations in progress for the annual research agreement with HELP/UBC. Contract extension and funding to cover the first quarter of the 2012/13 fiscal year is needed to ensure that the UBC administrative structure remains in place while negotiations are underway and EDI implementation, data analysis, mapping and dissemination activities continue, as specified in original Schedule A.

SECTION 4

☐ Meets CPPM

SECTION 5 - REVIEW AND ADVICE (see Matrix of Approval)

☐ Contract Specialist (if applicable)

REVIEWED BY

DATE

and/or ☒ Procurement Governance and Policy Team

REVIEWED BY

Michael Quinn

DATE

Mar-29-2012

SECTION 6 - APPROVALS (Matrix of Approval and sign where applicable)

APPROVING AUTHORITY	PRINT NAME	SIGNATURE	DATED SIGNED	COMMENTS
Expense authority - I hereby certify that this request meets all applicable government and ministry policies.	J. EASTON		29/03/12	
Assistant Deputy Minister <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Reject	R. MJOLESSE		29/03/12	



BRITISH
COLUMBIA

Ministry of Children
and Family Development

**REQUEST FOR
CONTRACT APPROVAL:
RESOURCE NEEDS
ASSESSMENT CHECKLIST**

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Help Desk, Finance and Administration Branch, (250) 356-8139, PO Box 9760 Stn Prov Govt, Victoria, B.C. V8W 9S4.

This form provides Expense Authorities with options to consider so you can make informed decisions on how to best meet your human resource requirements before contracting out. Information systems development and maintenance excluded.

CLIFF#201082

CONTACT INFORMATION

NAME University of British Columbia			PHONE 250.356.7456	ESTIMATED COST OF PROPOSED RESOURCE \$1,388,103.33	
RESP 18XCE	SE 16700	STOB(S) 8009	PROJECT 1800000	START DATE Sep-01-2011	END DATE Mar-31-2012

RESOURCE REQUIREMENT

*Service delivery contracts (STOBs 75, 79, 80) are exempt from the Resource Needs Assessment

Contact the applicable program area to determine availability of exiting ministry capacity or cross-government resource

- ☐ Human resources including training
 ☐ Project management
 ☒ Research
☐ Information technology operations
 ☐ Communications
 ☐ Other

STAFFING OPTIONS

OPTION #	RESOURCE TYPE	PROCESS	SUPPORT
----------	---------------	---------	---------

CONTRACTING OPTION (must complete CF0411 - PROFESSIONAL SERVICES/CONSULTING CONTRACT EVALUATION form)

<input checked="" type="checkbox"/> 5	Complete Request for Contact Approval form (CF2511A) and attach appropriate procurement and contract documentation. Refer to April 20, 2007 implementation memo #163558	Provincial office procurement governance and policy team
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RECOMMENDED BY:

EXPENSE AUTHORITY NAME (please print) STEVEN YONG	EXPENSE AUTHORITY SIGNATURE 	DATE SIGNED 08/18/2011
--	---------------------------------	---------------------------

APPROVED BY ASSISTANT DEPUTY MINISTER (ADM)

ADM NAME (please print) SANDORA GRIFFIN	ADM SIGNATURE 	DATE SIGNED 08/18/2011
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Note: Approval can be done by email and should be noted on this form with a copy of the approved email attached

DIST.: ORIGINAL - CONTRACT FILE COPY 1 - FINANCIAL PLANNING AND REPORTING COPY 2 - STRATEGIC HR COPY 3 - PROCUREMENT GOVERNANCE POLICY TEAM



REQUEST FOR
CONTRACT APPROVAL:
NEW CONTRACT

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Help Desk, Finance and Administration Branch, (250) 356-8139, PO Box 9760 Stn Prov Govt, Victoria, B.C. V8W 9S4.

CONTRACTOR NAME (Last, Middle, First)

University of British Columbia

CLIFF# 201082

EXPENSE AUTHORITY CHECKLIST

This request can be completed only after considering the following resourcing options:

- ☐ Options 1 to 4 in the resource needs assessment checklist (Form CF2511)
- ☐ Information systems development and maintenance (STOB 2000)
- ☐ Service deliver contracts (STOBs 75, 79, 80) are exempt from the Resource Needs Assessment process

The Procurement Governance and Policy Team (PGPT) is available to assist you to complete the contracting process

NATURE OF THE CONTRACT

- ☐ Professional Services Contract (STOBs 60, 61)
- ☒ Service Delivery Contract (STOBs 75, 79, 80)

SECTION 1 - CONTRACT INFORMATION

CONTRACT ADMINISTRATOR		PHONE	ESTIMATED DOLLAR VALUE (INCLUDING FEES AND EXPENSES)	
Steven Yong		250.356.7456	\$1,388,103.33	
RESP	SERVICE LINE	STOB(S)	PROJECT	CONTRACT # (USE RESP AND CLIFF #)
18XCE	16700	8009	1800000	XCE201082

DESCRIPTION OF SERVICES REQUIRED

Human Early Learning Partnership (HELP) research.

SECTION 2 - PLANNING (check all that apply)

- ☐ Resource needs assessment form (CF2511) for STOBs 60/61 reviewed, completed, and attached
- ☐ Standards of conduct for employees engaged in government procurement processes
- ☐ Business case completed - mandatory for contracts over \$100 000
- ☐ Privacy impact assessment initiated - for new programs and systems only
- ☒ Contract term from Sep-01-2011 to Mar-31-2012
- ☐ Pre-approval for solicitation process received (see approval matrix)

SECTION 3 - SOLICITATION (check applicable box)

- ☐ Request for proposal (RFP)
- ☐ Written or verbal quotes (minimum of 3 quotes for contracts of \$25 000 or less). Quotes must be documented in contract file.
- ☐ Invitation to Quote (ITQ)
- ☐ Selected from the Ministry's bidders list (follow MCFD guidelines at PGPT intranet site)
- ☐ Corporate Supply Arrangement (CSA)
- ☒ Direct Award

SECTION 4 - AWARD (check all that apply)

- ☐ Contract awarded following a competitive process (refer to Section 3)
- ☒ Direct award or sole sourced - must meet at least one of the following criteria (attach additional justification) referred in the core policy and procedures manual: http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/06_Procurement.htm#1633
- ☐ Contract under \$25, 000
 - ☐ the contract is with another government organization
 - ☒ the Ministry can strictly prove that only one contractor is qualified to provide the service
 - ☐ notice of intent (NOI) - must be posted if the contract is over \$50 000 and awarded directly on the basis that only one contractor is qualified. NOI to be posted on BC Bid.
 - ☐ an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process
 - ☐ a competitive process would interfere with the Ministry's ability to maintain security or order or to protect human life or health; and/or
 - ☐ 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 the public interest

DIRECT AWARD CATEGORIES (check one that applies) - for CAS Oracle financial systems data entry

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> (200) Public sector organization | <input type="checkbox"/> (204) Confidentiality | <input type="checkbox"/> (209) Transfer payment (shared costs or ...) |
| <input type="checkbox"/> (201) Sole source | <input type="checkbox"/> (205) Notice of intent | <input type="checkbox"/> (300) Direct invitation to selected vendors |
| <input type="checkbox"/> (202) Emergency | <input type="checkbox"/> (207) Under \$25 000 | <input type="checkbox"/> (400) Selected vendor from pre-qualification list |
| <input type="checkbox"/> (203) Security order, etc | <input type="checkbox"/> (208) Transfer payment (financial assistance) | |

SECTION 5 - REVIEW AND ADVICE (see Matrix of Approvals)

☐ Contract Specialist (if applicable)

REVIEWED BY

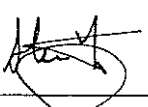
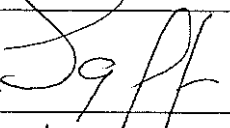
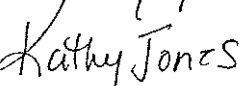
DATE

and/or ☐ Procurement Governance and Policy Team (for professional service contracts only)

REVIEWED BY

DATE

SECTION 6 - APPROVALS

APPROVING AUTHORITY	NAME (please print)	SIGNATURE	DATED SIGNED	COMMENTS
Expense authority - I hereby certify that this request meets all applicable government and ministry policies.	STEVEN YONG		08/13/2011	
Assistant Deputy Minister	SANDRA GRIFFIN		08/18/2011	
Executive Financial Officer	Kathy Jones		08/24/2011	

SECTION 7 - ADMINISTRATION AND MONITORING (check all that apply)

- ☐ Contract deliverables are clearly defined and measurable
- ☐ Payment schedule correctly specified (e.g. by deliverable, hourly rate, daily rate, other)
- ☐ Contract document complete and signed prior to start of work
- ☐ Modification agreement (complete CF2511B and attach approved CF2511A)
- ☐ Approved CF2511A and executed copy of agreement submitted to Accounts Payable

SECTION 8 - POST CONTRACT EVALUATION (check all that apply)

- ☐ Evaluation form (CF0411) - mandatory requirement for all contracts over \$50 000
- ☐ CF0411 completed and sent to Procurement Governance and Policy Team for provincial office contracts

DISTRIBUTION: ORIGINAL - CONTRACT FILE COPY 1 - FINANCIAL PLANNING AND REPORTING COPY 2 - PROCUREMENT GOVERNANCE POLICY TEAM

17R63262



BRITISH
COLUMBIA

Ministry of Children
and Family Development

Modification Agreement

The personal information collected on this form is collected under the authority of the *Freedom of Information and Protection of Privacy Act* for the purpose of administering the *Financial Administration Act*. The *Freedom of Information and Protection of Privacy Act* protects the personal information collected from unauthorized use and disclosure. If you have any questions about the collection, use or disclosure of this information, please call the Helpdesk at 250 356-8139, PO Box 9769 Stn Prov Govt, Victoria BC, V8W 9S5.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

represented by Minister of Children and Family Development

Sandra Griffin

(the "Province", the "Minister", a "Director", "we", "us", or "our" as applicable)

AND

University of British Columbia

(the "Contractor", "you", or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement number XCE201082 and dated September 12, 2011, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective September 27, 2011

AGREEMENT

The parties agree as follows:

1. To amend Schedule B - Financial Contribution 2 as follows:
 - a. the Province will make three (3) payments, as follows: \$198,300.48 on September 30, 2011; \$594,901.43 on December 31, 2011; and \$594,901.42 on March 31, 2012.
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 13th day of October

SIGNED AND DELIVERED by or on behalf of the Province by its authorized representative:

Name

Sandra Griffin

Title

Assistant Deputy Minister

SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation):

Name

MARIO A. KASAPI

Associate Director

Title

University - Industry Liaison Office

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION

COPY 2 - CONTRACTOR

COPY 3 - ORIGINATING OFFICE

14



BRITISH
COLUMBIA

Ministry of Children
and Family Development

REQUEST FOR
CONTRACT APPROVAL:
MODIFICATION AGREEMENT

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Help Desk, Finance and Administration Branch, (250) 358-8139, PO Box 9760 Stn Prov Govt, Victoria, B.C. V8W 9S4.

To initiate the modification process, you must attach a copy of the approved CF2511A form, a copy of the initial contract and a draft copy of this form (CF2511B)

Click here if you are printing this form to fill out by hand.

CLIFF# ~~201082~~ 201082

CONTRACT# XCE201082

SECTION 1 - VALUE OF INITIAL AND MODIFIED CONTRACT

	FROM	TO	MAXIMUM FEES	MAXIMUM EXPENSES	TOTAL
Initial Contract	Sep-01-2011	Mar-31-2012	\$1,388,103.33		\$1,388,103.33
Modification #1	Sep-01-2011	Mar-31-2012			
Total Amount (cumulative value of initial contract and modifications)			\$1,388,103.33	\$0.00	\$1,388,103.33

Additional modifications:

SECTION 2 - RATIONALE FOR MODIFICATION (check all that apply)

☐ Price change

☒ Term change

☐ Scope change (must meet the criteria of CPPM)

☐ Change in contractor's legal name or address

SECTION 3 - ADDITIONAL RATIONAL FOR MODIFICATION

Identify factors that were not known during the procurement and contract award processes

Schedule B payment date error - last payment date to be March 31, 2012 instead of March 31, 2011.

SECTION 4

☒ Meets CPPM

SECTION 5 - REVIEW AND ADVICE (see Matrix of Approval)

☒ Contract Specialist (if applicable)

REVIEWED BY

[Signature]

DATE

2011/09/22

and/or

☐ Procurement Governance and Policy Team

REVIEWED BY

DATE

SECTION 6 - APPROVALS (Matrix of Approval and sign where applicable)

APPROVING AUTHORITY	PRINT NAME	SIGNATURE	DATED SIGNED	COMMENTS
Expense authority - I hereby certify that this request meets all applicable government and ministry policies.	STEVEN YONG	<i>[Signature]</i>	09/22/11	
Assistant Deputy Minister <input type="checkbox"/> Approve <input type="checkbox"/> Reject	<i>[Signature]</i>	Griffin	09/22/11	
Executive Financial Officer <input type="checkbox"/> Approve <input type="checkbox"/> Reject				

Sponsored Research Agreement

Contract #XCE201082

Province of British Columbia
Ministry of Children & Family Development

Transfer Under Agreement for Research at a B.C. Public University

THIS AGREEMENT dated for reference the 1st day of September, 2011

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children & Family Development

(the "Province")

OF THE FIRST PART

AND:

University of British Columbia

(the "University")

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1—DEFINITIONS

1.01 Where used in this Agreement:

- (a) "Commercial" means being able to yield or make a profit, prepared, done, or acting with sole or chief emphasis on saleability, profit, or success;
- (b) "Financial Contribution" means the total aggregate funding value stipulated in Schedule B;
- (c) "Intellectual Property" means intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual works and know-how;
- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, on hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by the University, or provided by or on behalf of the Province to, the University as a direct result of this Agreement, but does not include property owned by the University;

- (e) "Non-Commercial" means not being able to profit financially at any time from the Material under this Agreement between the Province and University, in the use of the Material by the following non-commercial users and their employees: government ministries, agencies, boards and commissions; educational institutions (such as public school boards, public post-secondary institutions, community and technical institutes); and non-profit organizations (such as public libraries, charities, and other organizations created for the promotion of educational, health or social services purposes);
- (f) "Personal Information" means recorded information, not including business contact information, about an identifiable individual;
- (g) "Principal Investigator" means the individual identified by the University as the person primarily responsible for the Research Project;
- (h) "Rebate" means a rebate on Federal Harmonized Sales Tax applicable to the University;
- (i) "Research Project" means the research project described in Schedule A; and
- (j) "Term" means the period commencing on the start date and expiring on the end date of the Agreement stipulated in the Schedule A.

SECTION 2—APPOINTMENT

- 2.01 The Province retains the University to conduct the Research Project during the Term, both described in Schedule "A".

SECTION 3—PAYMENT OF A FINANCIAL CONTRIBUTION

- 3.01 Subject to the provisions of this Agreement, the Province will pay the University, 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 Financial Contribution by the Province to the University 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 University 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 University is entitled to a Rebate from the Federal Government and may, therefore, charge to the Province only the non-refundable portion of Harmonized Sales Tax, as applicable to the Research Project, and as provided for within the Financial Contribution.

SECTION 4—REPRESENTATIONS AND WARRANTIES

- 4.01 Subject to paragraph 4.04 (Disclaimer), the University 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 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 fulfill its obligations under this Agreement; and
 - (c) 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.
- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the University 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 University under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the University 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.
- 4.04 **Disclaimer.** The University makes no representations or warranties, either express or implied, regarding data or other results arising from the Research Project. The University specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and the University will, in no event, be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if the University has been advised of the possibility of such damages. The Province acknowledges that the Research Project is of an experimental and exploratory nature, that no particular results can be guaranteed, and that the Province has been advised by the University to undertake its own due diligence with respect to all matters arising from 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 Each party will be an independent contractor and not the servant, employee or agent of the other party.
- 5.03 The University will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 5.04 The Province may, from time to time, give reasonable instructions to the University in relation to the carrying out of the Research Project, and the University 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. Notwithstanding the foregoing, all changes to the scope and direction of the Agreement will be made with mutual agreement between the parties.

SECTION 6—UNIVERSITY'S OBLIGATIONS

- 6.01 The University will:
- (a) carry out the Research Project in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
 - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
 - (c) comply with all applicable laws;
 - (d) hire and retain only qualified staff;
 - (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry

out the Research Project;

- (f) co-operate with the Province in making such public announcements regarding the Research Project and the details of this Agreement as the Province requests; and
- (g) acknowledge the Financial Contribution made by the Province to the University for the Research Project in any Materials, by printing on each of the Materials the following statement: "We gratefully acknowledge the financial support of the Province of British Columbia through the Ministries of Children & Family Development, Education, and Health."

SECTION 7—RECORDS

7.01 The University will:

- (a) establish and maintain accounting and administrative records to be used as the basis for the calculation of the Financial Contribution;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred; and
- (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the University to conduct the Research Project or keep any documents or records pertaining to the Research Project, 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 other Material, (both printed and electronic, including, but not limited to, on hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the University as a result of this Agreement.

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 University.

SECTION 8—STATEMENTS AND ACCOUNTING

- 8.01 Within 3 months of being requested to do so by the Province in writing, the University will provide to the Province a financial statement documenting the expenditure of the Financial Contribution under this Agreement.
- 8.02 At the sole option of the Province, any portion of the Financial Contribution provided to the University under this Agreement and not expended at the end of the Agreement shall be retained by the University for supplemental research activities related to the Research Project.

SECTION 9—CONFLICT OF INTEREST

- 9.01 The University must not knowingly allow its research personnel involved in performing the Research Project, to provide any services to any person in circumstances that could give rise to a conflict of interest between their duties to that person and their duties to the Province under this Agreement.

SECTION 10—CONFIDENTIALITY

- 10.01 The University will treat as confidential all information or material which are clearly marked as confidential or proprietary when first disclosed ("Confidential Information") by the Province and supplied to or obtained by the University, or any subcontractor, under this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the University to fulfill its obligations under this Agreement. Confidential Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically describing what portions of such information is considered to be proprietary or confidential. However, the University is under no obligation to maintain the confidentiality of Confidential Information which the University can show:

- (a) is or subsequently becomes generally available to the public through no act or fault of the University;
 - (b) was in the possession of the University prior to its disclosure by the Province to the University;
 - (c) was lawfully acquired by the University from a third party who was not under an obligation of confidentiality to the Province; or
 - (d) is required by an order of a legal process to disclose, provided that the University gives the Province prompt and reasonable notification of such requirement prior to disclosure; or
 - (e) was independently developed by employees, agents or consultants of the University who had no knowledge of or access to the Province's information as evidenced by the University's records.
- 10.02 The University will ensure that the Principal Investigator of the Research Project acknowledges the confidentiality provisions in this Agreement and it is the responsibility of the Principal Investigator to ensure that all other employees engaged in the Research Project are aware of the confidentiality provisions in this Agreement.

SECTION 11—DEFAULT

- 11.01 Any of the following events will constitute an Event of Default, namely:
- (a) the University fails to comply with any material provision of this Agreement;
 - (b) subject to paragraph 4.04, any representation or warranty made by the University in accepting this Agreement is untrue or incorrect; or
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the University pursuant to or as a result of this Agreement is untrue or incorrect.

SECTION 12—TERMINATION

- 12.01 Either party may terminate this Agreement for any reason by giving at least thirty (30) days prior written notice to the other.
- 12.02 Upon the occurrence of any Event of Default and 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) terminate this Agreement, in which case the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University 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 Financial Contribution or any amount that is due to the University while the Event of Default continues;
 - (d) waive the Event of Default; and
 - (e) pursue any other remedy available at law or in equity.
- 12.03 The Province may also, at its option, terminate this Agreement immediately if the Province determines that the University's failure to comply places the health or safety of any person conducting the Research Project at immediate risk, and the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement.
- 12.04 Where this Agreement is terminated before 100% completion of the Research Project, the Province will pay to the University all costs and liabilities, including uncancellable commitments, relating to the Research Project up to but no more than the Financial Contribution, which have been incurred by the University as of the date of receipt of notice of termination or the date of termination, whichever is later.

SECTION 13—DISPUTE RESOLUTION

- 13.01 All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

SECTION 14—INDEMNITY

- 14.01 The Province will indemnify and save harmless the University, its Board of Governors, directors, officers, employees, faculty, students and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the University, its Board of Governors, directors, officers, employees, students and agents may sustain, incur, suffer or 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 Province, or of any agent, employee, officer or director of the Province pursuant to this Agreement.
- 14.02 The University will indemnify and save harmless the Province, its officers, directors, 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 are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the University or its Board of Governors, directors, officers, employees, faculty, contractors, students or agents pursuant to this Agreement.

SECTION 15—ASSIGNMENT AND SUBCONTRACTING

- 15.01 The University will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the University under this Agreement; or
 - (b) subcontract any obligation of the University under this Agreement.
- 15.02 No subcontract entered into by the University will relieve the University from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the University, the University's successors and permitted assigns.

SECTION 16—OWNERSHIP AND PUBLICATION OF RESULTS AND INTELLECTUAL PROPERTY

- 16.01 Any equipment, machinery, data or other property, provided by the Province to the University for the conduct of the Research Project under this Agreement will:
- (a) be the exclusive property of the Province; and
 - (b) forthwith be delivered by the University to the Province on written notice to the University requesting delivery of the same at the Province's costs, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.
- 16.02 The University will retain title to any equipment purchased with funds provided by the Province under this Agreement and the Province acknowledges that the University's insurance is applicable only to such equipment owned by the University.
- 16.03 The Province acknowledges and agrees that the University owns all right, title and interest in the Material produced under this Agreement and Intellectual Property arising from the Research Project under this Agreement.

- 16.04 The University hereby grants the Province a perpetual non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, distribute, translate, practice, and reproduce the Material produced under this Agreement and Intellectual Property arising under this Agreement for scientific, educational, public good and other Non-Commercial uses. In addition, the University grants the Province the additional rights to incorporate all or portions of the Material produced under this Agreement in any reports created by the Province and to further develop the Research Project reports provided that the content of the Research Project reports is not materially modified without the written approval of the University. Upon the Province's request, the University will deliver documents satisfactory to the Province that waive in the Province's favour any moral rights to Research Project reports, as defined in "Schedule A", which the University's employees or contractors may have in said Research Project reports.
- 16.05 The University and its employees will not be restricted from presenting publications at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of the work pertaining to this Agreement. Publications, conference presentations, symposia and all other dissemination of material pertaining to the work of this Agreement will recognize the Ministries of Children & Family Development, Education, and Health.

SECTION 17—OTHER FUNDING

- 17.01 The University will ensure that if the University's research personnel, involved in performing the Research Project, receives funding for or in respect of the Research Project from any person, firm, corporation or other government or government body, then the University will immediately provide the Province with details thereof.

SECTION 18—NOTICES

- 18.01 Any written communication from the University to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following address:
- Steven Yong – Modelling, Evaluation and Analysis Branch, Ministry of Children & Family Development
Mailing Address: PO Box 9766 Stn Prov Govt, Victoria, British Columbia V8W 9S1
Physical Address (Courier): 4th Floor - 777 Broughton Street, Victoria British Columbia,
Email: Steven.Yong@gov.bc.ca
Phone: (250) 356-7456
Fax: (250) 387-7618
- 18.02 Any written communication from the Province to the University must be mailed, personally delivered, faxed or electronically transmitted to the following address:
- Nina Levi, Human Early Learning Partnership
Library Processing Centre
440 - 2206 East Mall, Vancouver, BC V6T 1Z3
Email: nina.levi@ubc.ca
Phone: (604)827.4094
Fax: (604) 822.0640
- 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 sent by email if applicable*).
- 18.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 19—NON-WAIVER

- 19.01 No term or condition of this Agreement and no breach by the University 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 University.
- 19.02 The written waiver by the Province of any breach by the University or of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of this Agreement or any subsequent breach of the same by the University

SECTION 20—ENTIRE AGREEMENT

- 20.01 This Agreement including the 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 including, without limitation, paragraphs 3.02, 4.04, 7.01, 7.02, 8.02, 10.01, 12.04, 13.01, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, and all of the rights and remedies of the parties, 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.
- 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 If any provision of this Agreement or the 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.
- 22.05 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 Research Project that by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 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.
- 22.07 Time is of the essence of this Agreement.
- 22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, 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".
- 22.09 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

22.10 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 its 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.

SCHEDULE A—RESEARCH PROJECT AND TERM

1) ADDITIONAL DEFINITIONS

- a) “Aboriginal Community Liaison” means the HELP staff position responsible for supporting processes in the development and implementation of a population-level research agenda, conducted by HELP, about the cultural and social determinants of Aboriginal children’s development in British Columbia.
- b) “Aboriginal Steering Committee” means a group of individuals of Aboriginal ancestry (First Nations – Status, Non-Status, on-reserve, off-reserve – Inuit and Métis peoples) who meet regularly to ensure HELP research activities are respectful and beneficial to Aboriginal children, families and communities concerned. HELP provides funding to support the activities of this group.
- c) “Community Trainers’ Network” means a network that consists of members of the ECD community in each of the school districts who work with HELP in the dissemination and local implications of the data.
- d) “Content Manager (Contractor)” means the person designated by HELP to manage the University’s research obligations under this Agreement.
- e) “Contract Manager (Contractor)” means the person designated by HELP to manage the University’s financial and legal obligations under this Agreement.
- f) “Contract Manager (Province)” means the person designated by the Province to manage the Province’s rights and obligations under this Agreement.
- g) “Data Dictionary” means a complete list of fields with field position number, field name, field type (for example, character, numeric, date) and length, a description of the field in plain English (e.g. description of dummy variables, treatment of missing and/or unknown records, specific date formats (eg. YY/MM/DD, YY/DD/MM, etc), in two formats: 1) listed by ascending field position number; and 2) listed alphabetically by field name.
- h) “ECD” means early child development.
- i) “EDI” means Early Development Instrument.
- j) “EDI Mapping” means the production, by HELP’s Early Child Development (ECD) Mapping Unit, of a range of maps that show the results of the EDI, community assets and socio-economic data.
- k) “EDI Scales” means the five aspects of children’s development which the EDI questions are grouped into: 1) Physical health and well-being, 2) Social competence, 3) Emotional maturity, 4) Language and cognitive development, and 5) Communication skills and general knowledge.
- l) “EDI Sub-Scales” means the 16 aspects of children’s development into which the EDI Scales can be broken down: 1) Physical readiness for school, 2) Physical independence, 3) Gross and fine motor skills, 4) Social competence, 5) Respect and responsibility, 6) Approach to learning, 7) Readiness to explore new things, 8) Prosocial and helping behaviour, 9) Calmness and patience, 10) Gentleness, 11) Emotional regulation, 12) Basic Literacy, 13) Interest in math and reading, 14) Reading and writing, 15) Numeracy, and 16) Communication.
- m) “HELP” means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary research consortium consisting of researchers from BC’s five universities including the two UBC campuses (Point Grey and Okanagan) that contributes to new knowledge in early child development (ECD) and enhances the quality of children’s early years.
- n) “MCFD” means B.C. Provincial Ministry of Children & Family Development.
- o) “MEd” means B.C. Provincial Ministry of Education.
- p) “MOH” means B.C. Provincial Ministry of Health.

- q) "OCAP" means the First Nations Principles of OCAP (Ownership, Control, Access and Possession); specifically, that First Nations control data collection processes in their communities, and own, protect and control how their information is used. These rights are fundamentally tied to self-determination and to the preservation and development of their culture.
- r) "Province," for the purposes of this Schedule A, means the Ministries of Children and Family Development, Education and Health.
- s) "Second Order EDI Data Analysis" refers to exploratory analysis of EDI that answers questions arising from basic descriptive analyses of the EDI.
- t) "Senior Aboriginal Researcher" means the HELP staff position responsible for guiding the development and implementation of a population-level research agenda, conducted by HELP, about the cultural and social determinants of Aboriginal children's development in British Columbia.
- u) "Senior HELP Scholar" means a faculty member from another UBC faculty who provides research consultation for an agreed upon time and for a specific project for which they have the expertise.
- v) "Tele-training" means a distance program for training school district and community trainers and teachers in EDI implementation and survey completion.
- w) "Wave" means a province wide data collection period that includes every geographic school district in the province at least once.

2. COMMUNICATION PROTOCOL

- 2.01 Communication regarding the administration of this Agreement (e.g., contract management, funding, additional research requirements, negotiations) between HELP and the Province must flow through the Province's Contract Manager and the Contract Manager (Contractor).
- 2.02 Communication regarding the content of this Agreement (e.g., content of reports, communication regarding research, inquiries/requests related to existing deliverables etc.) between HELP and the Province must flow through the Contract Manager (Province) and the HELP Content Manager.
- 2.03 Any issues pertaining to any part of this agreement raised by either the Province or HELP must be directed through the Contract Manager (Province) or the Contract Manager (Contractor) or HELP's Content Manager(s). Issues raised by either party will be responded to within five business days of receipt unless otherwise mutually agreed upon.

Province Contract Manager: Steven Yong, Modelling, Evaluation and Analysis Branch, MCFD
Mailing Address: PO Box 9766 Stn Prov Govt
Victoria, British Columbia V8W 9S1

Physical (Courier) Address: 4th Floor – 777 Broughton Street
Victoria, B.C.
Email: Steven.Yong@gov.bc.ca
Phone: 250-356-7456
Fax: 250-387-7618

HELP Contract Manager: Nina Levi
Address: Library Processing Centre
440 - 2206 East Mall
Vancouver, BC V6T 1Z3
Email: nina.levi@ubc.ca
Phone: 604.827.4094
Fax: 604.822.0640

HELP Content Manager:	Joanne Schroeder
Address:	Library Processing Centre 440 – 2206 East Mall Vancouver, BC V6T 1Z3
Email:	joanne.schroeder@ubc.ca
Phone:	604.827.5396
Fax:	604.822.0640

3. TERM OF AGREEMENT

- 3.01 The term of the agreement is from September 1, 2011 to March 31, 2012.
- 3.02 This Agreement may be extended and modified for two additional one year terms. Extension is at the Province's sole discretion.
- 3.03 HELP and the Province will meet no later than October 15 of each year to determine the budget and deliverables for future years, and to determine whether the Province is prepared to agree to a modification to this Agreement under section 3.02 above.

4. EDI IMPLEMENTATION ACTIVITIES

- 4.01 HELP will administer the EDI in British Columbia school districts, independent schools as defined by the *Independent School Act*, R.S.B.C. 1996, c. 216, and federally and/or provincially funded First Nations schools based on a two year wave of province wide collection. The 2011/12 collection will be the first year of that cycle. Specifically, HELP will:

- a. Facilitate the participation of school districts, independent schools and First Nation schools in the two year EDI data collection cycle to ensure province wide data can be reported at the neighbourhood, school district, local health authority, health service delivery area, health authority, MCFD region, and provincial level.,

Collect EDI data from public schools in all school districts, First Nations schools and independent schools that are scheduled for participation in the 2011/12 year. HELP will ensure data is complete, ready for analysis, and linkable to other individual data sources, including Personal Education Numbers.

- b. Facilitate the administration of EDI through support and capacity building activities with school districts, First Nations schools and independent schools. These activities include, but are not limited to:

- Completion and interpretation of Information Sharing Agreements;
- Provision of documents and follow-up explanations of ethics and parental consent requirements;
- Technological support for uploading of databases and accessing EDI portal;
- Provision of information (Frequently Asked Questions) for participating schools to use in interpreting the project to teachers and stakeholders;
- 24 hour support available during period of EDI completion; and
- Hosting annual web based conference with all school districts, First Nations schools and independent schools to evaluate EDI implementation process and make revisions as needed for future implementations.

- 4.02 HELP will perform EDI Training and Collaboration activities to ensure standardization in the completion of the EDI by teachers around the province, as follows:
- a. Teacher Training and Implementation:
 - Provide web-based and tele-training to all geographic school districts. This will include the participation of both school-based and community-based trainers;
 - Provide ongoing guidance and oversight to those trainers in the completion of the EDI training process for all new kindergarten teachers in their area;
 - Provide tele-training, where required, for kindergarten teachers who are not able to access training within their community;
 - Provide compensation to school districts for the teachers' release time to complete the surveys and to participate in the training sessions; and
 - Provide a summary of any cost-savings related to Teacher-On-Call costs to the Province by June 30, 2012.
 - b. Training, Networking and Communication:
 - Maintain a teacher training web site with materials required for annual training;
 - Maintain a teacher, community and stakeholder website for timely access to all materials required for EDI implementation;
 - Maintain a parent web page with specific focus on questions and materials relevant to parents whose children are currently included in the EDI project;
 - Produce an annual newsletter for teachers and school districts regarding the EDI and broader ECD findings, by November 30th (additional newsletters may be produced on an ad hoc basis); and
 - Maintain a community trainers' network, consisting of both community- and school-based trainers (in each of B.C.'s 59 school districts) who act as supporting representatives of HELP to teachers, school district staff and communities (e.g. Local trainers will support kindergarten teacher training, provide presentations of local research results and field questions from local communities about the work of HELP).

5. EDI DATA ANALYSIS, MAPPING & DISSEMINATION ACTIVITIES

- 5.01 HELP will perform ongoing, collaborative data analysis, mapping and dissemination activities related to the EDI collected each year.
- 5.02 **EDI Data Analysis** activities to be performed by HELP include, but are not limited to:
- a. Ensuring data quality and data cleaning;
 - b. Providing simple descriptive statistics (including counts and percentages by the five EDI scales, sixteen sub-scales, and the 'one or more vulnerable' field) along with school and community level summary data tables of EDI results; and
 - c. Providing detailed analyses about the sixteen EDI subscales, in addition to the five scales about which HELP typically reports.
- 5.03 **EDI Mapping and Visualization Activities** performed by HELP include, but are not limited to:
- a. Converting analyzed EDI data including the five scales, and the 'one or more vulnerable' field into community, regional (including, but not limited to, MCFD Regions, MEd School Districts, Health Boundaries {including HAs, LHAs and HSDAs}), and provincial maps;
 - b. Creating EDI maps for special populations, e.g. Aboriginal, non-English speaking and special needs children;

- c. Creating additional visualizations, (e.g. graphs, tables and charts) designed to increase the usability and understanding of the EDI data for communities, school district and government stakeholders.

5.04 **EDI Dissemination Activities** performed by HELP include, but are not limited to:

- a. For each participating school district, First Nations School and independent school, HELP will provide:
 - Narrative community and school level reports that include interpretation of results and suggested activities for local stakeholders for each school district area;
 - Web based access to all maps and summaries created;
 - Regular presentations by HELP's community development staff to communities to assist in interpretation and use of results (over 100 each year);
 - Annual workshops in each region bringing together communities to discuss results and share resources;
 - Enhancement of the skill and expertise of the community trainer network through web based learning opportunities and written resources enabling them to give presentations within their own communities.
- b. Additional EDI Dissemination Activities:
 - Education and training for health authorities and MCFD regional staff in the use of results through regional level reports, web based access to maps and summaries, and regular presentations by HELP's community development staff and workshops;
 - Meeting with the existing network of local intersectoral ECD coalitions throughout the Province to facilitate the use of community maps in planning and policy, in communities and regions across BC. HELP will provide the Province with a list of community networks/coalitions that are consulted and with training upon request;
 - Engagement of provincial organizations and stakeholders to increase their understanding and use of EDI results;
 - Public access to all aggregate level results (including neighbourhood, school district, local health authority, health service delivery area, health authority, MCFD region, provincial) through data tables, maps, and reports through HELP's website.

6. **ABORIGINAL EDI COLLECTION AND RESEARCH COLLABORATIONS**

- 6.01 HELP will continue to collaborate with Aboriginal communities, leaders, and organizations regarding Aboriginal EDI & Mapping activities performed by HELP to further the value of the EDI to Aboriginal communities, children and families. All research activities undertaken with respect to Aboriginal children will be consistent with the principles of OCAP, in collaboration with the community-based Aboriginal Steering Committee. Aboriginal EDI collection and research collaboration activities performed by HELP will include, but are not limited to:
- a. Collection, analysis and dissemination of EDI information for all Aboriginal children within the public school system in B.C. and, where possible, within First Nations schools;
 - b. Development of strategies and approaches to facilitating EDI in First Nations schools;
 - c. Provision of Aboriginal-specific community and school level reports to school districts, under the auspices of the local Aboriginal Education Council, and to participating First Nations schools. Reports will include recent findings with interpretive and contextual information specific to increasing the understanding of Aboriginal children's development;
 - d. Presentations and workshops by HELP's Aboriginal Community Liaison and Senior Aboriginal Researcher to communities to assist in interpretation and use of EDI results; and

- e. Collaboration with Aboriginal, provincial and community organizations on how to use EDI results to support planning and improve services for ECD. A list of consulted Aboriginal agencies, organizations, etc. will be provided to the Province by HELP upon request.

7. PROVINCIAL ACCESS TO EDI DATA

- 7.01 a. HELP will provide the Province with access to all individual-level linkable EDI data collected for the 2011/12 year through a finalized and signed-off Information Sharing Agreement, by October 31st, 2012, for the purposes of program evaluation and planning, and consistent with relevant federal and provincial legislation governing data sharing;
- b. HELP will have Information Sharing Agreements (UBC-Province), related to the EDI data sharing with the Province, finalized and signed off by the Province, by October 31st, 2011.

8. TECHNICAL LIAISON AND DATA ANALYSIS

- 8.01 HELP will assist the Province in obtaining access to and understanding of EDI data through the following means:
 - a. Provide a data dictionary to the Province, concurrently tied to the individual-level, linkable EDI data, with updated data descriptions provided if changes to any fields in the raw EDI data are made;
 - b. Collaborate with the Province on delivering a staged training process (e.g. three sessions over three months) once access to the data becomes available, according to Provincial need, and deliver training to up to ten Provincial staff, including but not limited to the technical aspects of how to interpret, construct, calculate, aggregate, analyze, and link individual-level EDI data, as requested by the Province, to commence within two months after the transfer of the individual-level EDI data;
 - c. Deliver up to five days annually (40 hours) of technical consultation in relation to the EDI data, as requested by the Province, at a mutually agreed time and location; and
 - d. Identify a technical liaison and contact for the Province for technical questions related to EDI and methodology.

9. SECOND ORDER EDI DATA ANALYSIS

- 9.01 HELP will conduct analyses into how EDI data are influenced by family, neighborhood and school based factors (e.g., gender differences, teacher differences, demographic changes, community context, language group differences, etc.), cross-sectional statistical analyses at the neighbourhood and school levels using EDI and socio-economic status (SES) data, and analyses of the determinants of school success or the ability to predict success using other sources of data. This work will include but is not limited to:
 - a. Analyses of the distribution and accessibility of community early childhood services and supports and the relationship to neighbourhood EDI outcomes. To be completed by April 30th, 2012:
 - Inventory of early childhood services and analysis of relationships to EDI outcomes;
 - Mapping locations of programs such as Aboriginal Headstart, Infant Development program, Family Resource Programs, Immigrant Settlement Services Agencies, Community Hubs, ECD Community Tables, child care services, and StrongStart BC early learning programs (where data available) including at the MOH Health Authority, MCFD Region, MEd School District, and Provincial levels;
 - b. Collaboration with the Province regarding setting target performance measures;
 - c. Conducting spatial data analyses using Geographical Information Systems (GIS) software;
 - d. Statistical analysis on EDI data, including but not limited to the ecological reliability and validity of the EDI as a measure of development for single waves and comparative analyses on the EDI

Waves/years, including discussion on the validity and reliability of comparisons over time at provincial, regional, school district and community levels;

- e. Assisting with ad-hoc research issues identified by the Province related to EDI at an additional cost as outlined in Schedule B. HELP must provide the Province with a written estimate of any ad-hoc research prior to commencement of that research; and
- f. Collaborating with the Province to identify and conduct any other research analysis or studies at an additional cost as outlined in Schedule B to the satisfaction of the Province. The Province must approve in writing any additional work and costs in advance of any such work being undertaken.

10. PRIVACY

- 10.01 HELP is responsible for ensuring that all research, analysis and activities conducted under this Agreement will remain compliant with all aspects of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 and *Personal Information Protection Act*, S.B.C. 2003, c. 65.

11. KNOWLEDGE TRANSLATION

- 11.01 HELP will work with parents, community organizations, school boards, government and international groups to assist their understanding of the EDI findings and to facilitate its use in informing policy and local action. Additionally, HELP will provide and update regularly:
- A multi-faceted website providing access to research findings from across HELP and links to emerging resources from across Canada and internationally;
 - Policy briefs, summarizing findings and their implications for program and policy development;
 - Monthly research retreats, bringing together researchers and students from across UBC;
 - Regular webinars for community trainers and HELP stakeholders;
 - Blogs for HELP affiliates, Aboriginal Steering Committee members and government partners;
 - Monthly reviews of ECD publications;
 - Community forums, allowing communities to connect with one another and share stories and resources;
 - Tools (publications, power point slides) to facilitate the presentation and use of research findings by communities; and
 - Videos of lead HELP researchers speaking to recent findings that can be accessed on-line.

12. REPORTING REQUIREMENTS

REPORTING TIMELINE

- 12.01 HELP will provide semi-annual reports during the Term to the Province as follows:
- a. a report covering the period from April 1st, 2011 through September 30th, 2011 must be provided by October 31st, 2011; and
 - b. a reporting covering the period from October 1st, 2011 through March 31st, 2012 must be provided by April 30th, 2012.

REPORTING CONTENT

- 12.02 The semi-annual reports referred to in paragraph 12.02 above will include (but are not limited to) summaries of the following topics/areas of research:

- a. **EDI Implementation Activities** (outlined in paragraph 4 above), which include, but are not limited to:
 - i. Itemized list of School Districts and schools surveyed;
 - ii. Number of students surveyed; and
 - iii. Number of teachers participating.
- b. **EDI Data Analysis, Mapping & Dissemination Activities** (outlined in paragraph 5 above) which include, but are not limited to:
 - i. A summary of the most recent findings from the Early Development Instrument including interpretation and implications for program and policy development (annually only, to be included with the October 31st report);
 - ii. Hyperlinks or electronic copies of aggregate data tables and maps of EDI results and socio-demographic data on a:
 - Neighborhood level;
 - MEd School District level;
 - MOH Health Authority, Local Health Authority, and Health Service Delivery Area level;
 - MCFD Regional level;
 - Provincial level (only at the completion of a two year wave, annual provincial updates, for internal government use, for the 1st year of a two year wave); and
 - Any other unit of analysis identified and identified as pertinent by either HELP or the Province.
 - iii. Summary of presentations/workshops given by HELP staff and faculty with respect to EDI findings;
 - iv. Annual provincial summary of EDI results including the 5 scales and 16 sub-scales (where the 1st year summary of a two year wave will be for internal government use only).
- c. **Aboriginal EDI Collection and Research Collaborations** (outlined in paragraph 6 above), which include, but are not limited to:
 - i. Listing Aboriginal provincial and community organizations involved in consultations;
 - ii. Summaries of Aboriginal Steering Committee activities;
 - iii. Summaries of community presentations/workshops given by HELP staff or Aboriginal Steering Committee members;
 - iv. Provincial, MCFD Regional, neighbourhood and school district level vulnerability rates for Aboriginal children in B.C. based on all available data;
 - v. Number of Aboriginal children participating in the EDI;
 - vi. Number of First Nations schools participating in the EDI; and
 - vii. Listing of those First Nation schools with which HELP had discussions concerning participation, but which did not participate.
- d. **Second Order EDI Data Analysis activities** (outlined in paragraph 9 above), which include, but are not limited to:
 - i. One- to two-page summaries/abstracts of research and data analysis activities, including description of research questions, methodology and analysis, findings and policy implications/recommendations (with the modified data and descriptions of the data, used to generate the research results, available upon request). Non-technical summaries will be reported concurrently.

- e. **Knowledge Translation Activities** (outlined in paragraph 11 above), which include, but are not limited to:
 - i. Summary of Knowledge Translation activities for reporting period and as available copies and links to relevant materials.

GENERAL REPORTING REQUIREMENTS

- 12.03 HELP will conduct the following general reporting activities, which will include, but are not limited to:
- a. Providing recommendations upon request to the Province regarding ECD resources and allocations to address gaps in services based on current research findings;
 - b. Preparing and conducting ad hoc presentations upon request, to the Province, including Cabinet, Deputy Ministers and executive staff regarding HELP's research activities and findings, with a focus on how research can be used to influence policy;
 - c. Conducting semi-annual policy research meetings within 45 days of submitting reports (outlined in paragraph 12.01 above) with the Province to present and discuss upcoming policy needs, and opportunities and challenges for integration with EDI data;
 - d. Notifying the Province 45 days in advance of research announcements or public presentations of the research or other work related to EDI and other Provincial ECD programs to provide the opportunity for Provincial participation; and
 - e. Any other general reporting activities identified by the Province and agreed to by HELP.

SCHEDULE B—FINANCIAL CONTRIBUTION

1. The Province agrees to provide to the University the amount of \$1,388,103.33 during the Term. This will bring total 2011/12 fiscal year funding to \$2,560,000.00. Previous 2011/12 payments have been made in the form of extensions to the 2010/11 research agreement: the extension of April 1st, 2011 to June 30th, 2011 resulted in a payment of \$703,138.00; the extension of July 1st, 2011 to August 31st, 2011 resulted in a payment of \$468,758.67.
2. Payments will be made as follows:
 - a. the Province will make three (3) payments, as follows: \$198,300.48 on September 30st, 2011; \$594,901.43 on December 31st, 2011; and \$594,901.42 on March 31st, 2011;
 - b. any research or related work performed under paragraphs 9.01 (e) and (f) of Schedule A will be charged at following rates:
\$550/day for analyst,
\$800/day for Faculty member/Deputy Director,
\$1000.00/day for Dr. Clyde Hertzman and Senior HELP Scholars;
 - c. notwithstanding paragraphs 2. (a) and (b) of this Schedule, in no event will the Financial Contribution payments payable to the University under this Agreement exceed in the aggregate the sum of \$2,635,000.00 in the 2011/12 fiscal year of the Province.

Memorandum of Understanding

between
the Ministry of Education (MEd)
and
the Ministry of Health (MOH)
and
the Ministry for Children and Family Development (MCFD)
regarding
The Human Early Learning Partnership (HELP) Transfer Under Agreement
(Fiscal 2011/12)

Preamble

WHEREAS MCFD solely funded the Human Early Learning Partnership Agreement (the Agreement) prior to fiscal 2008/09;

WHEREAS, the MEd and MOH (as the Ministry of Healthy Living and Sport) entered as cost-sharing partners to the Agreement in fiscals 2008/09 and 2009/10, 2010/11 and would like to remain as cost-sharing partners for the 2011/12 Agreement;

WHEREAS, the MEd and MOH agree MCFD will remain the Contract Manager for the 2011/12 Agreement;

AND WHEREAS this Memorandum of Understanding will provide the framework for communication, issues management and cost-sharing arrangements regarding the 2011/12 Agreement.

THE PARTIES AGREE AS FOLLOWS:

The purposes of this Memorandum of Understanding are:

- a) To establish roles, responsibilities and accountabilities for the administration and management of the one-year (2011/12) HELP Agreement;
- b) To establish MEd and MOH funding levels for the HELP Agreement;
- c) To establish the cost recovery process for MEd and MOH portions of the HELP Agreement.

1.0 Definitions:

In this Memorandum of Understanding:

- a) "HELP" means the Human Early Learning Partnership, a collaborative, interdisciplinary coalition of five British Columbia universities, (UBC [the Point Grey and Okanagan campuses], UVic, UNBC, SFU, and Thompson River University) linking over 200 faculty, researchers, and graduate students and conducting research to support educators, policy-makers, parents, and experts as well as other community partners in their work to improve early childhood development services in the province;
- b) "EDI" means the Early Development Instrument, a research tool implemented annually by HELP that assesses the state of children's development in kindergarten, and is completed by kindergarten teachers, in partnership with B.C.'s School Districts, Band Schools and independent schools;
- c) "Province" means the Ministries of Children and Family Development, Health, and Education;
- d) "Agreement" means the fiscal 2011/12 Transfer Under Agreement between the Province and HELP; and
- e) "Agreement Term" means the term of the HELP Agreement, commencing on September 1st, 2011, and expiring on March 31, 2012.

2.0 Transfer Details (see Appendix for further information)

- a) The total amount of MEd's contribution to the 2011/12 HELP Agreement is \$400,000;
- b) MCFD will journal voucher MEd for a portion of their total contribution pro-rated by the number of months in the Agreement Term. 1/7th of their total contribution on September 30, 3/7th on December 31, and 3/7th on March 31;
- c) The total amount of the MOH contribution to the 2011/12 HELP Agreement is \$260,000;
- d) MCFD will journal voucher MOH for their total contribution on September 30;
- e) If MEd or MOH request any ad hoc and/or additional research not covered under the deliverables outlined under the Schedule A of the Agreement, MCFD will journal voucher MEd and/or MHLS after receipt of any invoices for the ad hoc and/or additional research from HELP; and
- f) Transfer details outlined in this Memorandum of Understanding are subject to Government's funding approval.

3.0 Partner Ministry Roles and Responsibilities

All ministries agree to:

- a) Use EDI and other relevant research information in planning and managing their programs and services related to children;
- b) Notify partner ministries of any potential issues or disputes with HELP pertaining directly or indirectly to the contribution agreement; and
- c) Collaborate on issues pertaining to the Agreement, and share information through MCFD's Manager of Modelling and Forecasting; MOH'S Director, Children and Youth Health; and MEd's Director, Early Learning.

MCFD agrees to:

- d) Act as the Contract Manager for the HELP Agreement;
- e) Contribute \$1.9 million for the 2011/12 fiscal year; \$703,138.00 and \$468,758.67 through extensions to the 2010/11 Transfer Under Agreement between the Province and HELP and \$728,103.33 for the HELP Agreement Term;
- f) Coordinate inter-ministry payments as outlined under section 2.0 of this document and coordinate the combined quarterly payments to HELP as outlined in the Agreement's Schedule B;
- g) Act as the first point of contact between the Province and HELP regarding research agreement deliverables;
- h) Distribute incoming reports, presentations and summaries prepared by HELP to MEd and MOH representatives; and
- i) Facilitate resolution of any issues arising from MCFD programs and services relating to the Agreement with HELP.

MEd agrees to:

- j) Contribute the full amounts outlined in section 2.0 (a) of this document, towards the annual implementation of the EDI, and;
- k) Facilitate resolution of any issues arising from School Districts and education services relating to the Agreement with HELP.

MOH agrees to:


- l) Contribute the full amounts outlined in section 2.0 (c), towards the annual implementation of EDI, and;
- m) Facilitate resolution of any issues arising from Health Authority services relating to the Agreement with HELP.

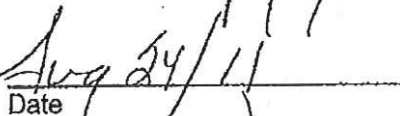
4.0 Issue Resolution

- a) Wherever possible, issues arising between the ministries with respect to the Agreement will be resolved at the program level;
- b) Wherever section 4 (a) is not workable, resolution will be attempted by MCFD's Manager of Modelling and Forecasting, MOH'S Director, Children and Youth Health; and MEd's Director, Early Learning;
- c) Wherever sections 4 (a) and (b) are not workable, the issues will be referred to the Assistant Deputy Ministers responsible for resolution.

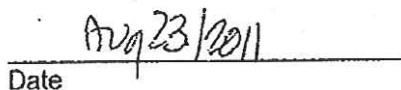
5.0 Effective Date and Term of this Memorandum of Understanding

- a) This Memorandum of Understanding is effective September 1st, 2011 until the HELP Agreement expiry on March 31st, 2012; and
- b) This Memorandum of Understanding may be amended by the written agreement of the signatories or their designates.

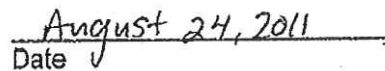

Assistant Deputy Minister, MCFD


Date Aug 24/11


Assistant Deputy Minister, MOH


Date Aug 23/2011


Assistant Deputy Minister, MEd


Date August 24, 2011

**Appendix to the Memorandum of Understanding Regarding the Human Early Learning Partnership (HELP) Transfer
Under Agreement
(Fiscal 2011/12)**

Summary of Payments/Journal Vouchers over the Agreement Term:

Payment/Journal Voucher Schedule	Ministry Funding				All Ministries	Payments to HELP
	MCFD	MED	MOH			
30-Jun-11	\$ 703,138.00	\$ -	\$ -	\$ -	\$ 703,138.00	\$ 703,138.00
31-Aug-11	\$ 468,758.67	\$ -	\$ -	\$ -	\$ 468,758.67	\$ 468,758.67
Sub-total (Payments made as extensions to 2010/11 Agreement)	\$ 1,171,896.67	\$ -	\$ -	\$ -	\$ 1,171,896.67	\$ 1,171,896.67
30-Sep-11	\$ 104,014.76	\$ 57,142.86	\$ 260,000.00	\$ -	\$ 421,157.62	\$ 198,300.48
31-Dec-11	\$ 312,044.28	\$ 171,428.57	\$ -	\$ -	\$ 483,472.86	\$ 594,901.43
31-Mar-12	\$ 312,044.28	\$ 171,428.57	\$ -	\$ -	\$ 483,472.86	\$ 594,901.43
Sub-total (Payments made over 2011/12 Agreement Term)	\$ 728,103.33	\$ 400,000.00	\$ 260,000.00	\$ -	\$ 1,388,103.33	\$ 1,388,103.33
Grand Total Fiscal 2011/12	\$ 1,900,000.00	\$ 400,000.00	\$ 260,000.00	\$ -	\$ 2,560,000.00	\$ 2,560,000.00