

Bolton, Elda M EDUC:EX

From: Cormode, Sarah EDUC:EX
Sent: Monday, May 12, 2014 3:59 PM
To: Bolton, Elda M EDUC:EX
Subject: FW: CBC TV Request: Vyas Report

From: Cadwallader, Ted EDUC:EX
Sent: Tuesday, May 6, 2014 1:13 PM
To: Cormode, Sarah EDUC:EX
Cc: Davis, Rick EDUC:EX
Subject: RE: CBC TV Request: Vyas Report

Good plan. Thanks, Sarah.

From: Cormode, Sarah EDUC:EX
Sent: Tuesday, May 6, 2014 1:08 PM
To: Davis, Rick EDUC:EX
Cc: Cadwallader, Ted EDUC:EX
Subject: Fwd: CBC TV Request: Vyas Report

I'm going to leave this request with you Rick. Let me know if I need to do anything.

Sarah Cormode
(250) 812-4141

Begin forwarded message:

From: Kirk Williams <kirk.williams@cbc.ca>
Date: 6 May, 2014 1:02:30 PM PDT
To: "Davis, Rick EDUC:EX" <Rick.Davis@gov.bc.ca>, "Cormode, Sarah EDUC:EX" <Sarah.Cormode@gov.bc.ca>
Subject: CBC TV Request: Vyas Report

Hello

We are doing a story about the Vyas report. Both of you were quite supportive of the project. I have the FOI documents, but would like to talk with either of you, for background if you prefer, about the merits of the project.

Please contact me via email or cell s 22

Thanks

Kirk

--

CBC  Radio-Canada

Kirk Williams
Reporter

CBC News Vancouver
cbc.ca/bc

bus: 6046626843
cell: zz s
fax: 6046626878

Linkedin:
http://www.linkedin.com/profile/view?id=8556156&trk=hb_tab_pro_top

CBC Internal Speed call: 1-181-6843

Postal Address:
PO BOX 4600
Vancouver, B.C.
V6B 4A2

Shipping Address:
775 Cambie Street
Vancouver, B.C.
V6B 2R5

Bolton, Elda M EDUC:EX

From: Cormode, Sarah EDUC:EX
Sent: Monday, May 12, 2014 3:59 PM
To: Bolton, Elda M EDUC:EX
Subject: FW: Social Media: Vyas contracts

From: Cormode, Sarah EDUC:EX
Sent: Tuesday, April 22, 2014 1:23 PM
To: Cadwallader, Ted EDUC:EX
Subject: FW: Social Media: Vyas contracts

FYI...link to full FOI is posted in the blog.

From: Davis, Rick EDUC:EX
Sent: Tuesday, April 22, 2014 10:36 AM
To: Cormode, Sarah EDUC:EX
Subject: FW: Social Media: Vyas contracts

S22

From: Green, Ben GCPE:EX
Sent: Tuesday, April 22, 2014 10:22 AM
To: Davis, Rick EDUC:EX; Bronee, Rueben EDUC:EX
Cc: Pauliszyn, Robert GCPE:EX
Subject: Social Media: Vyas contracts

FYI Rick and Rueben

Social Media
Jordan Bateman
22-Apr-2014 10:20

JUST RELEASED: 115 pgs of docs on 18 yr old DJ getting \$16K to study Finnish education system.
<http://t.co/VAdj6waTPa>

Bolton, Elda M EDUC:EX

From: Cormode, Sarah EDUC:EX
Sent: Monday, May 12, 2014 4:00 PM
To: Bolton, Elda M EDUC:EX
Subject: FW: CBC TV Request: Vyas Report

From: Davis, Rick EDUC:EX
Sent: Tuesday, May 6, 2014 1:09 PM
To: Cormode, Sarah EDUC:EX
Cc: Cadwallader, Ted EDUC:EX; Pauliszyn, Robert GCPE:EX
Subject: Re: CBC TV Request: Vyas Report

Good. Do nt respond.

Sent from my iPhone

On May 6, 2014, at 1:08 PM, "Cormode, Sarah EDUC:EX" <Sarah.Cormode@gov.bc.ca> wrote:

I'm going to leave this request with you Rick. Let me know if I need to do anything.

Sarah Cormode
(250) 812-4141

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Please contact me via email or cell s 22

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Kirk

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PO BOX 4600
Vancouver, B.C.
V6B 4A2

Shipping Address:
775 Cambie Street
Vancouver, B.C.
V6B 2R5

Project Plan

Project: Review of the application of policies and procedures

Objectives:

- To respond to the Minister's request for a review.
- To conclude on the compliance of the Ministry with regard to the Anjali Vyas contracts.
- To identify opportunities to strengthen ministry procurement procedures.

Background:

Former Saanich student Anjali Vyas was supported in research on teacher quality through two contracts.

The Saanich School district was engaged in a major pilot project on the future of quality teaching and learning in conjunction with UVic. Vyas became involved in the district project as a student at Stelly's and, through her research, had already received an invitation to attend the University of Helsinki to pursue this research long before connecting with the Ministry of Education in the summer of 2012.

Ministry staff concluded there was value to the Ministry to support her work and use it to supplement the Ministry's efforts with the Association of B.C. Deans of Education and the BC Teachers Council.

The first contract:

In 2012, the Ministry gave a government transfer of \$8,000 to the Saanich school district (SD 63) through a contribution agreement to support an 11-month research project undertaken by Anjali Vyas, a recent graduate from Stelly's Secondary. There was no competitive process in the selection of SD 63.

Vyas' project was titled The Quality Teaching and Learning Project and included travel to Finland for a five month stay from January to June 2013. The project was supported by the Ministry to assist in BC's Education Plan's goal to promote quality teaching and learning as a fundamental component of improving student outcomes.

From Sept. 2012 to Aug. 2013, Vyas conducted comparative analysis of how teachers are trained in Finland compared to how they are trained in B.C. Specifically, she focused her project on teacher training, comparing the University of Helsinki's teacher-education program with that of the University of Victoria.

Her work was completed in three stages:

- September 2012 to January 2013 – data gathering in B.C. about teacher education programs, content overview, and interviews with students and faculty.
- January 2013 to June 2013 – data gathering in Finland about teacher education
- July 2013 to August 2013 – summary and findings with similarities and differences between the two jurisdictions, with recommendations.

In addition to the government transfer to SD 63, the Ministry provided \$1,802.16 for Ms Yvas' accommodation and \$1,273.10 for her round trip flight to Helsinki.

Second Contract

The Ministry directly awarded a contract to Ms. Vyas from July 2 to Dec 30, 2013.

Payment was based on a rate of \$800 up to a maximum of \$8,000 to:

- Provide research and planning support for the Ministry's engagement of B.C.'s nine university teacher development faculties.
- Prepare and deliver a presentation on Finland's teacher development model to the Association of BC Deans of Education. (Contractor may also present to the Ministry's executive team).
- Support the Ministry's citizen, student and parent engagement strategy, including contributing to multimedia resources produced by the Ministry.

Approach:

- Review documents related to the procurement of these services
- Review the payments made under the agreement with SD 63 and the contract with Ms Yvas.
- Discuss the events and processes followed with Ministry staff.
- This is not intended to be on the scale of an internal audit.

Project team: staff of the Financial Services Branch, Ministry of Education.

Timeline: the work should be completed with a draft report for the Deputy Minister by May 9, 2014.

From: Lucas, Diana V EDUC:EX
To: Fraser, Brian EDUC:EX;
Subject: Direct Award Approval for Vyas General Service Contract C14/0947
Date: Tuesday, May 6, 2014 9:25:49 AM
Attachments: Scanned20140506.pdf



MINISTRY OF EDUCATION
DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

Request Number:

(optional tracking number assigned by ADM's or DM's office)

Date: June 26, 2013

Category:

- ☐ Human Resources or Labour Relations
☐ Project Management
☐ Subject Matter Expertise or Advice
☐ IT Consulting

- ☐ Policy Research or Writing
☐ Communications
☐ Technical Support or Administrative Services
☒ Professional Services

Other (specify):

Submitted by: Rick Davis

☒ **New Contract**

or

☐ **Amendment #**

Branch/Office: Achievement
Value:

Estimated \$ Value: 8000.00

Original Contract

(of contract or amendment)

(if an amendment)

Project/Service Requirement:

(describe the services required and provide an explanation of why you need to acquire these services)

Proposed Contractor: Anjali Jyotsna Vyas

(name)

Timing:

(anticipated contract or amendment start and end date)

July 2, 2013 - December 30, 2013

Rationale for the Direct Award:

Why is the requested contractor the only one that can meet your needs? (Provide specific, quantifiable factors and/or qualifications and explain why they are necessary).

She studied teacher education at BC and Finland institutions for the past year and we wish to capture and use her findings into the future – the person with a unique and current knowledge of the state of teacher education

What internal resources or other contractors did you consider before arriving at the conclusion that the requested contractor was the only one that met your needs?

no one internally has studied in Finland

Has your branch used this contractor in the past 12 months? If yes, was the contract competitively bid or direct awarded?
No

Impact If Not Approved:

(What is the financial, program or other impact if this direct award or amendment is not approved and a competitive process is required?)

first hand learnings and observations will not be able to be gained other than through this person.

Approved / Not Approved by:

Approved / Not Approved by:

SOA/Assistant Deputy Minister

Deputy Minister



MINISTRY OF EDUCATION DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

Policy:

Deputy Minister (DM) approval is required for any proposed direct award contract of \$1,500 or greater, or contract amendment that would increase the dollar value of an existing direct award contract. Direct award or sole sourcing is the awarding of a contract for services without any form of competition.

Scope:

This policy applies to all proposed direct award contracts (and amendments) to the private sector with the exception of the following:

- Contracts <\$25,000 issued to one contractor in accordance with the Rules of Use of a ministry Pre-Qualified Suppliers' List (QSL)
- Services available through Corporate Supply Arrangements
- Use of central government agencies (eg., Queen's Printer, BC Stats, etc.)
- An emergency where life, limb or property is at risk
- Independent and offshore school inspection services
- Transfers Under Agreement (STOB 80)
- Ministerial or statutory appointees
- Agreements with another government organization or education partner
- Agreements or MOUs with other levels of government (federal, provincial, municipal)

Procedures:

1. Seek pre-approval in the earliest stage of project or service delivery planning, and before publishing a Notice of Intent, if applicable. If it is an existing direct award contract with a proposed amendment to increase the dollar value, seek pre-approval before proceeding with the amendment and additional work.
2. Complete the Pre-Approval Request Form provided at Pre-Approval Request Form. Submit the completed form to your SOA or ADM first. Then, if approved, have your SOA or ADMs Office upload to the DMOs Approval SharePoint site. The DM will indicate "approved" or "not approved" on the Form. Only proceed in accordance with the DM's response.
3. Retain the form for audit purposes in the branch records management file system.

Please Note:

1. Direct awards should be avoided, other than in those situations listed above, or in exceptional situations contained in Core Policy 6.3.3.
2. It is unethical and inconsistent with policy and legal principles to verbally award a contract without pre-approval, or allow a contractor to start new or additional work without a signed contract or amendment.
3. Contracts must not be split to avoid the obligation of obtaining approvals or following contract competition policy thresholds.
4. The ministry cannot contract with a regular or auxiliary status government employee.
5. Openly compete all option-to-renew or multi-year contracts.
6. Amendments must not be used to avoid competition policy or substantially change the scope and intent of the original contract.
7. Repeat direct awards to the same contractor are not supportable. Those on a QSL should have a fair opportunity to obtain a share of available work.

(Request Form - over)

Langton, Heather EDUC:EX

From: McCrea, Jennifer EDUC:EX
Sent: Wednesday, June 26, 2013 11:16 AM
To: Langton, Heather EDUC:EX
Subject: FW: APPROVAL: Contract

Just so you have it

Jennifer McCrea
Director, Care Team - Education
Cell. 250.896.3735



ON THE WEB: WWW.ERASEBULLYING.CA
ON TWITTER: [@ERASEBULLYINGBC](https://twitter.com/ERASEBULLYINGBC)

From: Gorman, James AEIT:EX
Sent: Wednesday, June 26, 2013 10:34 AM
To: McCrea, Jennifer EDUC:EX
Cc: Davis, Rick EDUC:EX
Subject: RE: APPROVAL: Contract

approved

From: McCrea, Jennifer EDUC:EX
Sent: Wednesday, June 26, 2013 10:21 AM
To: Gorman, James AEIT:EX
Cc: Davis, Rick EDUC:EX
Subject: APPROVAL: Contract

Hi James, looking for approval. This is a student that Rick and Rueben would like to bring for the summer. Term – July 2-Aug 30 total contract \$7500 (but paying by the hour \$21

Rationale for direct award. She studied teacher education in BC and Finland institutions for the past year and we wish to capture and use her findings into the future – the person with a unique and current knowledge of the state of teacher education.

- 1) Provide research and planning support for the ministry's engagement of B.C.'s nine university teacher development faculties.
- 2) Prepare and deliver a presentation on Finland's teacher development model to the Association of BC Deans of Education.
- 3) Support the ministry's student engagement strategy.

- 4) Contribute to multimedia resources produced in support of the ministry's student, citizen and university engagement activities.

Jennifer McCrea
Director, Care Team - Education
Cell. 250.896.3735



ON THE WEB: WWW.ERASEBULLYING.CA
ON TWITTER: @ERASEBULLYINGBC

From: Lucas, Diana V EDUC:EX
To: Fraser, Brian EDUC:EX;
Subject: Anjali Vyas - Contract History
Date: Tuesday, May 6, 2014 9:06:59 AM
Attachments: Scanned20130927.pdf
Scanned20130927.pdf

Brian: As requested

Anjali Vyas contract history:

- 1) Letter of Conditions dated September 13, 2012, providing \$8,000 funding with respect to Anjali Vyas, signed by Rick Davis, and Monica Shulte, SD#63 Secretary-Treasurer: one-time payment raised in house to SD#63, September 27, 2012
- 2) Direct Award Pre-Approval, proposed Vyas contract, estimated value \$8,000, submitted by Rick Davis and Jennifer McCrea, approved by James Gorman, Deputy Minister, June 26, 2013;
- 3) General Service Agreement C14/0947: July 2, 2013 to December 30, 2013, signed by Rick Davis, value \$8,000;
- 4) General Service Agreement C14/0947, Amendment #1: signed by Rick Davis, extending the end date to March 31, 2014, and adding additional services.

Scanned evidence attached.

Diana Lucas

Director, Contract and Procurement Services
Financial Services Branch
Ministry of Education
Phone Number: (250) 356-7685 Fax: (250) 953-4985

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: C14/0947

Requisition No.: _____

Solicitation No.(if applicable): _____

Commodity Code: _____

Contractor Information

Supplier Name: Anjali Iyotsna Vyas

Supplier No.: 2450423

Telephone No.: _____

E-mail Address: _____ s 22

Website: _____

Financial Information

Client: 062

Responsibility Centre: 22114

Service Line: 06500

STOB: 60

Project: 2200000

Template version: April 1, 2013

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SCHEDULE A – SERVICES

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

SCHEDULE B – FEES AND EXPENSES

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

SCHEDULE C – Not Applicable

SCHEDULE D – Not Applicable

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – Not Applicable

THIS AGREEMENT is dated for reference the 28th day of June, 2013.

BETWEEN:

Anjali Jyotsna Vyas (the "Contractor")

s 22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Education, Achievement, under the Learning Division (the "Province") with the following specified address:
5th floor – 620 Superior Street
PO Box 9887 STN PROV GOVT
Victoria BC V8W 9T6

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

- 3.8 The Contractor must:

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

4 REPRESENTATIONS AND WARRANTIES

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

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION


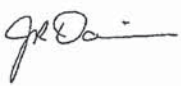
14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the 28th day of June, 2013 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p>  <p>Signature(s)</p> <p>Anjali Jyotsna Vyas</p> <p>Print Title(s)</p>	<p>SIGNED on the 28th day of June, 2013 on behalf of the Province by its duly authorized representative:</p>  <p>Signature</p> <p>Rick Davis</p> <p>Superintendent, Achievement</p>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 2nd, 2013 and ends on December 30, 2013.

PART 2. SERVICES:

- 1) Provide research and planning support for the ministry's engagement of B.C.'s nine university teacher development faculties.
 - a. Attending meetings with university representatives and ministry staff at the request and discretion of the ministry. Dates to be scheduled within the term of the contract.
 - b. Provide a written analysis comparing B.C.'s teacher development programs with those in Finland, with a draft report delivered to the ministry by August 15, 2013. The final report will be delivered to the ministry by August 31, 2013.
- 2) Prepare and deliver a presentation on Finland's teacher development model to the Association of BC Deans of Education.
 - a. An outline of the presentation will be provided to the ministry for approval by August 2, 2013.
 - b. Once the date for the presentation delivery is confirmed (anticipated to be in September 2013), a final version of the presentation will be provided to the ministry at least one week in advance of the scheduled presentation date.
 - c. The format and scope of the presentation will be agreed upon jointly by the ministry and the contractor. The ministry reserves the right to cancel the delivery of the presentation at its discretion.
 - d. At the ministry's discretion, the contractor may also be asked to deliver the presentation to a meeting of the ministry's executive team.
- 3) Support the ministry's citizen, student and parent engagement strategy, including contributing to related multimedia resources produced by the ministry.
 - a. Participate in on-camera video recordings produced for public distribution, including discussions of student engagement, learning, and teacher preparation.
 - b. Participate in ministry planning sessions related to student engagement at the request and discretion of the ministry.
 - c. Provide written research and analysis as requested by the ministry on issues related to student, parent and citizen engagement.

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$8,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

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

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from 620 Superior Street, Victoria BC on the same basis as the Province pays its Group I employees when they are on travel status; and excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

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

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

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

Not Applicable

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Not Applicable

SCHEDULE G – Appendix G1 – Security screening requirements

Not Applicable

~~Teacher~~

"Anjali Vyas"

Invoice
2012-Sept-13QR Kim Walker
EA Rick DavisProvince of British Columbia
MINISTRY OF EDUCATION

\$8,000.00

Letter of Conditions

September 13, 2012

School District No. 063 (Saanich)
2125 Keating Cross Rd
Saanichton, BC, V8M 2A5

Attention: Monica Schulte, Secretary Treasurer:

We are pleased to inform you that funding in the amount of \$ 8,000 with respect to providing funding to Anjali Vyas, for The Quality Teaching and Learning (QTL) project lead by the Ministry of Education. This is to assist with the ministry's response to the BC's Education Plan commitment to promote quality teaching and learning as a fundamental component of improving student outcomes. It is based in a series of initiatives to enable and promote high-quality teaching throughout the three stages of a teacher's career: Pre-Service, Early Career and Career Advancement

In consideration of the receipt of these funds, the undersigned agrees to the following terms and conditions, of the Project. The funding will be used by Anjali for the following

Phase 1 – Research Design

- 5 to 7 students in university teacher education programs in Finland
- 5 to 7 students in university teacher education programs at University of Victoria
- Interview process and questions – approval of Advisory Committee

Phase 2 – Conduct Interviews of University of Victoria undergraduate students – January 31, 2013.

- Compile results
- Preliminary Report – June 30 2013.
- Adjust interview questions and process as necessary – approval of Advisory Committee

Phase 3 – Conduct Interviews in Finland

- Compile results
- Draft of final report – July 31st 2013
- Final revisions – September 30th 2013

Inputs

Anjali will:

- Develop the interview questions in consultation with Ministry's Advisory Committee;
- Conduct the interviews as outlined above;
- Compile and analysis results from the interviews conducted in Finland and University of Victoria;
- Attend meeting at the request of the Ministry with Teachers Regulations Branch, Deans of Education and Ministry Staff;

Reporting requirements

Anjali must provide the Ministry with the following reports

- Preliminary report - March 15, 2013
- Draft of final report - July 31, 2013
- Final Report - September 30, 2013

If the foregoing terms and conditions are acceptable, please indicate your approval by signing both copies of this letter, and returning one fully executed original to me.

Yours truly,



Rick Davis
Superintendent of Achievement

APPROVED AND ACCEPTED this 17th day of Sept., 2012.

By: 
(Signature of Recipient)

Name/Title: Monica Schulte, Secretary-Treasurer
(Please Print)

One - Time
Payment

Payment Overview (Ministry of Education)

Number	6425584	Supplier Name	SCHOOL DISTRICT NO 63 SAANICH
Currency	CAD	Taxpayer ID	
Amount	8,000.00	Number	032300 Site 002
Date	27-SEP-2012	Address	2125 KEATING CROSS RD SAANICHTON, V8M2A5 Canada
Batch	12/09/24 GEN EFT 2		
Voucher			
Status	Negotiable	Bank Name	Genetic Bank
Cleared Amount		Account	EFT General Account
Cleared Date		Payment Document	GEN EFT
Void Date		Payment Method	Check
Maturity Date			

Invoices

Number	Amount Paid	GL Date	Description
2012-Sept-13	8,000.00	27-SEP-2012	Anjali Vyas

Invoice Overview Bank Supplier Payments

Batch # ED13SEP YJG49

CORP PO SUMMARY

Ministry Na Client:<All> As At:2014/05/05

PO Number	Supplier Name	Supplier Number	PO Header Start Date	PO Header End Date	GL Account
C14/0947	VYAS, ANJALI JYOTSNA	2450423	02-Jul-13	31-Mar-14	062.22114.06500.6001.2200000
	VYAS, ANJALI JYOTSNA	2450423	02-Jul-13	31-Mar-14	062.22114.06500.6002.2200000

REPORT SUPPLIER-DETAIL

Year:2013

PER	CL	RESP	STOB	PROJ	Rpt Sup Name
9	062	220CG	1575	2200000	VYAS, ANJALI JYOTSNA
12	062	22114	6504	2200000	VYAS, ANJALI JYOTSNA
9	0ET	22800	6504	2200000	VYAS, ANJALI JYOTSNA

Year:2014

PER	CL	RESP	STOB	PROJ	Rpt Sup Name
12	062	22114	6001	2200000	VYAS, ANJALI JYOTSNA

Line Closed Code	PO Header Total Amount	PO Hdr Amended Total Amt	Original PO Amount	Latest PO Amount	LTD Actuals
FINALLY CLOSED	8000	#####	6800	8000	8000
FINALLY CLOSED	8000	#####	1200	0	0
			Total PO Number: 8,000.00	8,000.00	8,000.00
			Total Client: 8,000.00	8,000.00	8,000.00

Rpt Sup#	Rpt Sup Sector	BATCH	DOC #	COMMENT	EFF DATE
2450423	Individuals (non-	ED13DECD	23-NOV-2012 (Invoice Number)	HST 12% Fully Recover	05-Dec-2012
2450423	Individuals (non-	ED13MARD	25-MAR-2013VYAS (Invoice Nu	TRAVEL FOR RESEAR	25-Mar-2013
2450423	Individuals (non-	ED13DECD	23-NOV-2012 (Invoice Number)	AIR FARE FOR J. VYA	05-Dec-2012

Rpt Sup#	Rpt Sup Sector	BATCH	DOC #	COMMENT	EFF DATE
2450423	Individuals (non-	ED14MARM	MAR-2014-001 (Invoice Number)	FEES FY14 2200000 R	28-Mar-2014

LTD PO Amount	LTD Enc Funds Avlbl	Description
8000	0	RESEARCH AND PLANNING
0	0	SUPPORT FOR TEACHER DEVELOPMENT
8,000.00	0.00	
8,000.00	0.00	

LED	AMOUNT
AP	136.40
AP	1,802.16
AP	1,136.70
Sum: 3,075.26	

LED	AMOUNT
AP	8,000.00
Sum: 8,000.00	

From: Wood, Rob EDUC:EX
To: Fraser, Brian EDUC:EX; Pauliszyn, Robert GCPE:EX;
cc: Fayad, Deborah EDUC:EX;
Subject: RE: Final contract report
Date: Thursday, May 8, 2014 3:21:30 PM

I am satisfied with the report. Thank you Brian for your speedy work.

From: Fraser, Brian EDUC:EX
Sent: May 8, 2014 1:50 PM
To: Pauliszyn, Robert GCPE:EX
Cc: Fayad, Deborah EDUC:EX; Wood, Rob EDUC:EX
Subject: Final contract report

Hi Robert,

Here is the report. Please consider it the final report subject to:

1. You having the document carefully review for typos, etc.
2. Deb's confirmation that she is satisfied with it.

Brian
ph: 250-387-6282

Ministry of Education
Report on the Review of Procurement Procedures
May 8, 2014

Introduction

The Deputy Minister has requested that the Ministry's Chief Financial Officer conduct a review of the procedures followed in the two contracts under which the Finnish education system was researched and a report delivered in 2012/13 and 2013/14.

The appendix provides a summary of the key government and Ministry policies and procedures that are relevant to this review.

Findings

First contract

Rather than a contract, this was an \$8,000 stob 80 transfer under agreement (TUA) to Saanich School District (SD 63) documented through a "letter of conditions" dated September 13/12. It was signed by representatives of the SD 63 and the Ministry.

The Ministry representative chose this method to engage Ms Vyas because at the time she was still a minor at age eighteen and therefore could not be contracted. As a recent grad of Stelly's, Ms Vyas was connected to SD 63.

Ms Vyas was in Finland from January to June 2013 - a five month stay. Her final report was required under the agreement by Sept 30/13.

There was no competitive process in the selection of the SD 63.

There is no evidence that the Deputy Minister approved this agreement with SD 63.

Payments:

1. Single full payment of \$8,000 to Saanich SD on September 27, 2012.
2. \$3,075 for expenses paid by Ministry to Ms Vyas. This included \$1,136.70 in December 2012 for her flight and \$1,802.16 for accommodation paid in March 2013.

Compliance assessment:

There is not an issue with directly awarding this agreement to Saanich SD. Among the criteria for acceptable direct awards in Government policy (6.3.3) is where it is a Shared Cost Arrangement (i.e., transfer under agreement) with another government organization.

Ministry of Education
Report on the Review of Procurement Procedures
May 8, 2014

There is not an issue with having no evidence of DM pre-approval for this agreement with Saanich. The MEd internal policy requiring DM pre-approval for direct award contracts specifically excludes “Transfers Under Agreement (stob 80)” and “agreements with another government organization or education partner”.

Conclusion:

While the agreement with SD 63 was an indirect approach to procure the research services, it was conducted in compliance with both government and ministry policy and procedures.

Second contract

The direct award contract was signed on June 28/13 by the Ministry and Ms Vyas. It covered the period July 2 to Dec 30, 2013. It was later extended to March 31, 2014.

At this time, Ms Vyas was nineteen years old.

It was preapproved by Deputy Minister James Gorman on June 26/13 via e-mail.

Payments to Ms Vyas: \$8000 for fees on March 28/14.

Compliance assessment:

There is not an issue with directly awarding this agreement to Ms Vyas because the dollar amount is well below the \$25,000 for which direct awards must be supported by meeting specific criteria.

The DM pre-approval is clear evidence of compliance with the Ministry internal policy requiring DM pre-approval for direct award contracts.

Conclusion:

While government policy recommends a scaled-down competitive process for contracts valued at less than \$25,000, it does not require it. The direct award of this contract was achieved within government policy and appropriately followed Ministry policy and procedures.

Recommendations to further strengthen Ministry procedures:

1. Require that all new stob 80 Transfers Under Agreement receive pre-approval from the Deputy Minister just as stob 60 and 61 contracts do.

Ministry of Education
Report on the Review of Procurement Procedures
May 8, 2014

2. Clarify policy to state that the DM must sign-off on a direct award contract based on a completed Direct Award Pre-approval Form. i.e., it is not sufficient for the DM to give approval based solely on an e-mail.
3. All expense authorities must attend a one-hour procurement policy refresher session presented by FSB.

Ministry of Education
Report on the Review of Procurement Procedures
May 8, 2014

Appendix: Summary of Contract Solicitation Policies and Procedures

Government policy

Direct Awards 6.3.3

- a. Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where one of the following exceptional conditions applies:
 - the contract is with another government organization;
 - the ministry can strictly prove that only one contractor is qualified, or is available, to provide the goods, services or construction or is capable of engaging in a disposal opportunity;
 - an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process;
 - a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health; 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.
- b. The contract manager is responsible for documenting, in the contract file, the rationale, or the circumstances, that supports the use of one or more of the above exceptions. This documentation must be appended to the contract file and be available when requested.

Any service opportunity with an estimated value from \$25,000 up to \$75,000, or the establishment of a supply arrangement for the supply of services with an estimated value from \$25,000 up to \$75,000 must be awarded using a competitive process... 6.3.2

Any service or construction opportunity, or supply arrangement for the supply of service or construction, with an estimated value of less than \$25,000 should be competed to the extent reasonable and cost-effective. 6.3.2

There are more demanding requirements for competing contracts valued at greater than \$75,000.

Ministry of Education policy

On the Ministry's intranet:

September 26, 2012

Direct Award Contract Pre-Approval Policy

Effective immediately, Deputy Minister approval is required for any proposed direct award contract of \$1,500 or greater, or contract amendment that would increase the dollar value of an existing direct award contract. Direct award or sole sourcing is the awarding of a contract for services without any form of competition.

Ministry of Education
Report on the Review of Procurement Procedures
May 8, 2014

For further direction and the approval request form, see the Direct Award Contract Pre-Approval Policy on the FSB Wiki.

The ministry needs to apply an especially conservative lens to its contracting activity. Competition is the cornerstone of the government procurement process. The ministry's new and improved Contracting Decision Tree and ministry Pre-Qualified Suppliers' List (QSL) can help make policy compliance and contract competition decisions easier.

Note: this is more demanding than what is required by the Ministry of Finance.

- A more in-depth version of this policy is provided on the Ministry's intranet.
- Among its procurement resources, the Ministry's Financial Services Branch provides an online guide on proper contracting practices
- All contracts valued at \$100k to \$1M must be pre-approved by the ADM, Resource Management Division.
- All contracts valued at \$1M or more must be pre-approved by the DM.

Pages 51 through 56 redacted for the following reasons:

S14

s 14