

PROVINCE OF BRITISH COLUMBIA
MINISTRY OF EDUCATION

Amendment #1

Contract Number: contract #C12/2191

THIS AGREEMENT dated for reference the 22nd day of February, 2012,

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA represented by the Minister of Education

(herein called the "Province")

OF THE FIRST PART

AND:

POLYMETRIKA INC.

(herein called the "Contractor")

OF THE SECOND PART

WITNESS THAT WHEREAS:

A. The parties hereto entered in an Agreement *with the effective date of October 1, 2011* ~~dated for reference the 15th day of September, 2011~~, a copy of which is attached hereto as Appendix "1" (hereinafter called the "Agreement"),

B. AND WHEREAS the parties have agreed to amend the Agreement.

C. NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

- (1) That the Term of the Agreement be amended to read as follows:
"The Term of this Agreement commences on October 1, 2011 and ends on March 31, 2012"
- (2) That Schedule "A", of the Agreement is deleted in its entirety and attached Schedule "A" is substituted.
- (3) That in all other respects, the terms and conditions of the Agreement remain unchanged.

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

SIGNED AND DELIVERED by the
Contractor or by an Authorized Representative:

[Signature]
~~(Christa Foews)~~ Fernando Cantwright

(Signature)

) SIGNED AND DELIVERED on behalf of
) the Province by an authorized representative
) of the Province.

[Signature]
(Nancy Walt)

)
)
(Signature)

Schedule A – Services

PART 1. TERM:

The term of this Agreement commences on **October 1, 2011** and ends on **March 31, 2012**.

PART 2. SERVICES:

1.1 Background

The English Language Arts Grade 10 (EN10) is a required provincial examination administered to all grade 10 students each year across seven exam sessions. The aim of English Language Arts is to provide students with opportunities for personal and intellectual growth through speaking, listening, reading, viewing, writing, and representing to make meaning of the world and to prepare them to participate effectively in all aspects of society.

The Grade 10 English examination is based on the English Language Arts curriculum. It includes multiple-choice and written-response questions. The Grade 10 English examination addresses only reading and writing.

The Organization for Economic Co-operation and Development (OECD) Programme for International Student Assessment (PISA) represents a commitment by the governments of OECD member countries to monitor the outcomes of education systems in terms of student achievement, within a common internationally agreed framework. In 2009 PISA measure the reading performance of 15 year old students around the world.

In 2009, a random sample of approximately 2,300 15-year-old students in the Province of British Columbia were administered the PISA 2009 reading assessment. These same students also wrote EN10 in the 2008/2009 or 2009/2010 school years.

PROJECT OBJECTIVES:

Using the sample of 15-year-olds who were administered both the EN10 and the PISA, determine a method for transforming scores on the scale of one assessment into confidence intervals for scores on the scale of the other assessment. The purpose of this linking project is to facilitate interpretable comparisons of test results and assemble external validity evidence for student performance on provincial examinations. The results will provide BC with an international reference point for provincial reading performance and BC school performance on English 10 provincial examinations can be compared to this external standard.

1.2 Description of Work

SERVICES:

Under the direction of the Project Manager, Dehui Xing, the Contractor will provide the following services to the satisfaction of the Province:

Deliverable:	Timeline
Review the results of the construct/item review conducted by Ministry of Education staff.	On or before October 15, 2011
Determine the methodology to be used to link EN10 and PISA 2009 and prepare the data.	On or before October 31, 2011
Apply the linking procedure using the matched EN10 and PISA 2009 data, putting the scores of the two onto a common scale. Conduct all data analysis and validation activities.	On or before November 30, 2011
Draft and deliver report and executive summary of findings.	On or before February 31, 2011
Travel and present results in person to Ministry staff if required.	On or before March 15, 2012

On or before March 19, 2012
PC
NW

Project Definitions

- a) "Administration Session" means, a period during which provincial examinations are administered. Published in the *Handbook of Procedures*.
- b) "Linking" means, establishing a common scale for two or more Examinations (Tests) that are distinct in content or difficulty or tests that are common on construct being measured.
- c) "Equating" means, the procedures for establishing a relationship between raw scores on two test forms that can then be used to express the scores on one form in terms of the score on the other form.
- d) "Examination" means, a group of Items that measure the achievement of students in a particular subject.
- e) "Form(s)" means, a version(s) of an Examination in a particular subject (eg. Principles of Mathematics 10 or English 10). Each form may have Items in common or Items that have been previously calibrated.
- f) "Item" means, a question with a list of alternative responses from which students choose the best or a question, topic or theme for which students supply an answer in written form.
- g) "Test" means, an examination; the term is used by the province where the result does not affect a student's grade.

CONTRACT MANAGER FOR THE PROVINCE:

Contract management, monitoring and invoice certification will be done by:

Dehui Xing
Telephone Number: 250-387-2581
Fax Number 250-356-8334
Email: dehui.xing@gov.bc.ca

Appendix "1"



**BRITISH
COLUMBIA**

The Best Place on Earth

GENERAL SERVICE AGREEMENT

CONTRACT NO C12/2191

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THIS AGREEMENT is dated for reference the 15th day of September, 2011

BETWEEN:

POLYMETRIKA INC.

150 Hinchey Avenue

Ottawa ON K1Y 1L4

Business No. S21

Contact Person: Fernando Cartwright

Telephone Number: 613-729-0888

AND:

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

Learning Division – Curriculum and Assessment

PO Box 9183 Stn Prov Govt

Victoria, BC V8W 9H1

Contact Person: Dehui Xing

Telephone Number: 250 387-2581

Fax: 250-356-8334

Email: dehui.xing@gov.bc.ca

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 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 may include 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, plus any applicable taxes; and
- (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.

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 apply for and, immediately on receipt, remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

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, if 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, if 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, if 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 *Commercial 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

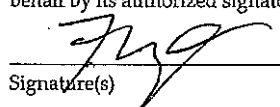
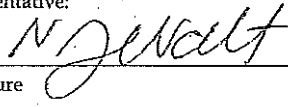
14.1 In this Agreement:

- (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 <u>9</u> day of <u>October</u>, 20<u>11</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Fernando Cartwright</u> _____ Print Name(s)</p> <p><u>CEO, Polymetrika Inc.</u> _____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20____ on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Nancy Walt</u> _____ Print Name</p> <p>_____ Print Title</p>
---	--

Schedule A – Services

PART 1. TERM:

The term of this Agreement commences on October 1, 2011 and ends on February 28, 2012.

PART 2. SERVICES:

1.1 Background:

The English Language Arts Grade 10 (EN10) is a required provincial examination administered to all grade 10 students each year across seven exam sessions. The aim of English Language Arts is to provide students with opportunities for personal and intellectual growth through speaking, listening, reading, viewing, writing, and representing to make meaning of the world and to prepare them to participate effectively in all aspects of society.

The Grade 10 English examination is based on the English Language Arts curriculum. It includes multiple-choice and written-response questions. The Grade 10 English examination addresses only reading and writing.

The Organization for Economic Co-operation and Development (OECD) Programme for International Student Assessment (PISA) represents a commitment by the governments of OECD member countries to monitor the outcomes of education systems in terms of student achievement, within a common internationally agreed framework. In 2009 PISA measure the reading performance of 15 year old students around the world.

In 2009, a random sample of approximately 2,300 15-year-old students in the Province of British Columbia were administered the PISA 2009 reading assessment. These same students also wrote EN10 in the 2008/2009 or 2009/2010 school years.

PROJECT OBJECTIVES:

Using the sample of 15-year-olds who were administered both the EN10 and the PISA, determine a method for transforming scores on the scale of one assessment into confidence intervals for scores on the scale of the other assessment. The purpose of this linking project is to facilitate interpretable comparisons of test results and assemble external validity evidence for student performance on provincial examinations. The results will provide BC with an international reference point for provincial reading performance and BC school performance on English 10 provincial examinations can be compared to this external standard.

1.2 Description of Work

SERVICES:

Under the direction of the Project Manager, Dehui Xing, the Contractor will provide the following services to the satisfaction of the Province:

Deliverable:	Timeline
Review the results of the construct/item review conducted by Ministry of Education staff.	On or before October 15, 2011
Determine the methodology to be used to link EN10 and PISA 2009 and prepare the data.	On or before October 31, 2011
Apply the linking procedure using the matched EN10 and PISA 2009 data, putting the scores of the two onto a common scale. Conduct all data analysis and validation activities.	On or before November 30, 2011
Draft and deliver report and executive summary of findings.	On or before December 31, 2011
Travel and present results in person to Ministry staff if required.	On or before January 15, 2012

Project Definitions

- "Administration Session" means, a period during which provincial examinations are administered. Published in the *Handbook of Procedures*.
- "Linking" means, establishing a common scale for two or more Examinations (Tests) that are distinct in content or difficulty or tests that are common on construct being measured.
- "Equating" means, the procedures for establishing a relationship between raw scores on two test forms that can then be used to express the scores on one form in terms of the score on the other form.
- "Examination" means, a group of Items that measure the achievement of students in a particular subject.
- "Form(s)" means, a version(s) of an Examination in a particular subject (eg. Principles of Mathematics 10 or English 10). Each form may have Items in common or Items that have been previously calibrated.
- "Item" means, a question with a list of alternative responses from which students choose the best or a question, topic or theme for which students supply an answer in written form.
- "Test" means, an examination; the term is used by the province where the result does not affect a student's grade.

PART 3. RELATED DOCUMENTATION:

Not applicable

PART 4. KEY PERSONNEL:

Not applicable

CONTRACT MANAGER FOR THE PROVINCE:

Contract management, monitoring and invoice certification will be done by:

Dehui Xing
Telephone Number: 250-387-2581
Fax Number 250-356-8334
Email: dehui.xing@gov.bc.ca

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: \$13,500.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

Fees: to a maximum of \$12,000.00 for performing the Services during the Term.

Fees will be based on a rate of \$750 per day and will be payable to the Contractor for those days of the Term during which the Contractor is engaged in the fulfillment of the Services under this Agreement. 7 hours being equivalent to one day.

3. EXPENSES:

Expenses:

To a maximum of \$1,500.00,

- a. Travel and meal expenses for travel greater than 32 kilometers away from Vancouver, British Columbia on the same basis as the Province pays its Group I employees when they are on travel status (Appendix 1 to Schedule "B"); and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

4. STATEMENTS OF ACCOUNT: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province, 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;
- c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- d) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- e) a description of this Agreement to which the statement relates;
- f) a statement number for identification; and
- g) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, 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 us as required to obtain the discount.

6. HARMONIZED SALES TAX:

Within 30 days of our receipt and approval of your written statement of account, we will pay you the fees (plus any applicable taxes) and expenses claimed in the statement, if they are in accordance with this Schedule. Statements of account offering an early payment discount may be paid by us as required to obtain the discount.



APPENDIX II

Waiver of Moral Rights

To be completed and signed by the individual who is waiving moral rights, and returned to the Province.

I, FERNANDO CARTWRIGHT
(Name of individual) (circle one) employee
sole proprietor
subcontractor
subcontractor's employee
director and/or officer

of POLYMETRIKA, INC.
(Name of Firm, Company, Society or Institution)

and an author of the Material, as that term is defined in the Province of BC Agreement (Contract Number C12/2191)

POLYMETRIKA, INC. - LINKING PROJECT - FACILITATE INTERPRETABLE COMPARISONS
OF TEST RESULTS FOR STUDENT PERFORMANCE ON PROVINCIAL EXAMS
(Client Name and Type of Service or Project)

in consideration of my employment, hereby waive, in favour of Her Majesty the Queen in Right of British Columbia (the "Province"), all my moral rights established under the *Copyright Act*, as amended from time to time, in the Material. I further agree not to institute legal proceedings against the Province, or its servants, agents or employees with respect to these moral rights.

SIGNED this 9th day of October, 2011.
(Signing Date)

SIGNED AND DELIVERED in the presence of:

S22

(Signature of Witness)

S22

(Printed Name of Witness)

FERNANDO CARTWRIGHT
(Signature of Individual Waiving Moral Rights)

ASSIGNMENT OF COPYRIGHT

CONTRACT C12/2191

I, Fernando Cartwright, of POLYMETRIKA, INC., the Contractor, in an Agreement dated October 1, 2011 with HER MAJESTY THE QUEEN in Right of the Province of British Columbia as represented by the Minister of Education (the "Province"), in consideration of the sum of \$13,500.00 payable pursuant to the Agreement set out above, do hereby assign to the Province, all of my rights in the copyright in the Material described in the Agreement and submitted with this assignment.

Executed at Ottawa, ^{Ontario} ~~British Columbia~~, this 9th day of October, 2011

SIGNED BY THE Contractor in the presence of:

S22

Witness


FERNANDO CARTWRIGHT
Signature of Contractor

TRAVEL EXPENSES FOR CONTRACTORS and COMMITTEE MEMBERS

(while on travel status within British Columbia) (Appendix 1 to Schedule 'B')

The following are the reimbursement limits for the specified allowable travel expenses. The Contractor or Committee Member must pay all expenses – direct billing to the Province is not allowed except under exceptional circumstances (where a special provision is made in the contract).

Original receipts should be submitted with the expense claim (when receipts are required). Legible photocopies of receipts will be accepted from Contractors only, if the Contractor requires the original for another purpose (e.g. to claim for HST credits).

Please keep in mind that as you will be doing work for the provincial government, and your expenses are being reimbursed by government, you must not be seen to be benefiting personally from the work, such as accepting travel loyalty program benefits.

For the purposes of this appendix, "Traveller" shall include contractors, and committee members appointed by the Ministry.

The Traveller must use the most economical mode of travel and be outside their headquarters area (32 km from home or where they ordinarily perform their services) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Where meals are not provided, the amounts that may be claimed for meals will be based on the applicable rate identified by your Ministry Coordinator or in contract Schedule 'B', either Group 1 or Group 2, as follows:

a) GROUP 1 RATE

Breakfast only	\$11.50	Claim if travel starts before 7:00AM or ends after 7:00AM
Lunch only	\$13.25	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$22.25	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$24.75	See above
Breakfast and dinner only	\$33.75	See above
Lunch and dinner only	\$35.50	See above
Full day	\$47.00	

b) GROUP 2 RATE

Breakfast only	\$22.00	Claim if travel starts before 7:00 AM or ends after 7:00AM
Lunch only	\$22.00	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$28.50	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$30.00	See above
Breakfast and dinner only	\$36.50	See above
Lunch and dinner only	\$36.50	See above
Full day	\$49.00	

2. Private Vehicle Use:

The private mileage allowance is \$0.50 per km (receipts are not required). This rate can be claimed when using a private vehicle for travel.

3. Taxi and Parking:

Taxi and parking charges may be reimbursed, at cost, with submission of receipts. Tips cannot be claimed.

4. Vehicle Rentals:

The cost of rented vehicles may be claimed, if required in order to perform the Services and approved by the Province.

The Traveller should use the Government of BC Corporate Supply Arrangements (CSAs) it has with:

- Avis Rent A Car Systems Inc.
- Thrifty, and Dollar Rent a Car, Inc.
- Budget Rent a Car of Canada Ltd.
- Enterprise Rent-A-Car Canada Ltd., and
- National Car Rental.

http://www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html

These CSAs entitle government and authorized Travellers to preferred rental rates. In advance of any rental, the Traveller shall request the Province provide an authorization letter for CSAs rate access and information on the CSA. Use other rental firms only if these firms cannot supply vehicles. Receipts and proof of payment are required.

Travellers may choose Personal Injury Insurance (PII or PAI) and Collision or Loss Damage Waivers (CDW or LDW) at their own option, but the ministry will not reimburse these costs.

Report all accidents to the rental agency and the ministry coordinator or contract manager within 24 hours.

5. Accommodation:

a) The maximum amounts that may be claimed for hotel/motel accommodation are on Page 2. Receipts and proof of payment are required.

b) Private lodging: \$30 per night may be claimed when private lodging is arranged. No receipt required.

6. Airfare:

Only economy airfare will be reimbursed. Passenger copy of air ticket or itinerary, and proof of payment are required.

7. Miscellaneous Expenses:

Cost of passenger and/or vehicle ferry travel and highway tolls and airport improvement fees can be claimed if supported by a receipt. Laundry, gratuities, portage and personal internet/phone calls cannot be claimed.

ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS and COMMITTEE MEMBERS

Daily hotel/motel accommodation stays will be reimbursed at cost, not to exceed the maximum rates by city as set out below. Only the single-person rate for a standard room will be reimbursed. Proof of government-related business may be required when booking to achieve discount rates.

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Vancouver	130	130	130	130	160	160	160	160	160	140	140	140
Burnaby	115	115	120	120	135	135	135	135	135	120	120	120
Coquitlam/Port Coquitlam	110	110	110	120	125	125	130	130	130	130	110	110
Delta	110	110	110	115	130	130	130	130	130	110	110	110
Langley	100	100	100	100	110	110	110	110	110	100	100	100
New Westminster	120	120	120	120	130	130	130	130	130	120	120	120
North Vancouver	110	110	110	110	130	130	130	130	130	110	110	110
Richmond	135	135	135	135	155	165	165	165	165	150	140	135
Surrey	100	100	100	100	110	110	110	110	100	100	100	100
White Rock	100	100	100	100	110	110	110	110	110	100	100	100
Victoria	100	100	100	100	140	140	140	140	140	100	100	100
Greater Victoria*	90	90	100	100	100	120	120	120	120	100	100	100
Castlegar	100	100	100	100	100	100	100	100	100	100	100	100
Cranbrook	90	90	90	90	100	100	100	100	100	90	90	90
Dawson Creek	110	110	115	115	115	115	120	120	115	115	115	115
Fort St John	120	120	120	120	120	120	120	120	120	120	120	120
Kamloops	90	90	90	90	105	105	105	105	105	90	90	90
Kelowna	100	100	100	100	110	110	115	115	115	105	100	100
Nanaimo	95	95	100	100	110	110	110	110	110	100	100	100
Nelson	90	90	90	90	90	90	100	100	100	90	90	90
Penticton	85	85	90	90	90	125	130	145	100	90	90	90
Prince George	100	100	100	100	100	100	100	100	100	100	100	100
Prince Rupert	95	95	95	95	110	110	110	110	110	110	95	95
Terrace	90	90	90	90	90	90	90	90	90	90	90	90
Vernon	90	90	90	90	90	100	100	100	100	90	90	90
Whistler	150	150	150	110	105	105	105	110	110	110	110	150
Other Cities Not Listed	90	90	90	90	95	95	95	95	95	95	90	90

* Central Saanich, Saanichton, Brentwood Bay, Langford, Colwood, Sidney, Saanich, Esquimalt, Oak Bay.



The Best Place on Earth

GENERAL SERVICE AGREEMENT

CONTRACT NO C12/2024

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THIS AGREEMENT is dated for reference the 9th day of January 2012.

BETWEEN:

The University of British Columbia
University-Industry Liaison Office
103-6190 Agronomy Road
Vancouver BC V6T 1Z3
T: 604-822-8580
F: 604-822-8589

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Education (the "Province") with the following specified address:

Early Years, Learning Division
PO Box 9158 Stn Prov Govt
Victoria, BC V8W 9H3
Contact Person: Melanie Bradford, Early Years
Telephone Number: 250-886-2819
Email: Melanie.Bradford@gov.bc.ca

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 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 may include 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, plus any applicable taxes; and
- (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.

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 apply for and, immediately on receipt, remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

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, if 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, if 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, if 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 embargo
- if 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 *Commercial 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

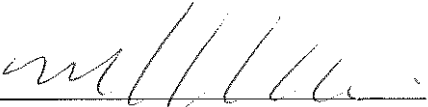

- 14.1 In this Agreement:
- (a) "includes" and "including" are not intended to be limiting;

- (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 <u>18th</u> day of <u>January</u>, 2012 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p>MARIO A. KASAPI</p> <p>Associate Director</p> <p>Print Name(s)</p> <p>University - Industry Liaison Office</p> <p>Print Title(s)</p>	<p>SIGNED on the <u>27</u> day of <u>January</u>, 2012 on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p>Carolyn Henson</p> <p>Print Name</p> <p>Director, Early Years</p> <p>Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on **January 9, 2012** and ends on **March 15, 2012**.

PART 2. SERVICES:

1. Deliverables:

1.1 Background

Beginning in September 2010, the Ministry of Education began implementing full day kindergarten over two years in British Columbia. To have the intended impact on student learning and success, expanded kindergarten programs need to be examined using various methodological approaches.

1) Project A: Full Day Kindergarten Research paper

The purpose of this research paper is to identify methods for evaluating the implementation of full day kindergarten and its effects on the outcomes of children, their families and society as a whole. Because full day kindergarten was implemented over two years, it is possible to examine the impact, given there was children both receiving and not receiving the program. A valid methodology for making comparisons across schools is needed before the evaluation can be carried out.

The Contractor and Sub-Contractor will complete a research paper on the methods (including fuzzy regression discontinuity design) for estimating the impact of full day kindergarten. The research paper will also include a section that describes the method with enough detail that it can be used in future studies. The methodology must rely on linked administrative data in order to avoid expenditure on additional data collection. The statistical techniques must control for as many pre-existing characteristics as possible. This paper will enable further studies on the impact of full day kindergarten.

The research paper will be produced under the direction and supervision of Dr. Clyde Hertzman, Director of UBC Human Early Learning Partnership (HELP). Joanne Schroeder, Deputy Director of UBC HELP will act as the primary contact and liaison between the Province and the Contractor.

2) Project B: EDI Comparative Report for Full Day Kindergarten

The purpose of this comparative report is to analyze the EDI results of schools that offered full day kindergarten in the first year of implementation (school year 2010/11). The Contractor will analyze the February 2011 Early Development Instrument (EDI) data to provide a comparison of the Wave 4 results for schools that offered full day kindergarten in the 2010/11 school year to the previous EDI results for those schools (wave 1 to present). The findings from this analysis will be used to guide any further research agreements and is not to be published by UBC HELP.

The comparative report will be completed by the UBC HELP staff including Ruth Hershler, Lisa Chen and Gillian Corless. Joanne Schroeder, Deputy Director of UBC HELP will act as the primary contact and liaison between the Province and the Contractor.

1.2 Description of Work

The Contractor shall supply the following Services:

Project A: Full Day Kindergarten Research paper

- Create a comprehensive, written document ("the research paper") on the fuzzy regression discontinuity design methods for estimating the impact of full day kindergarten.
- The document shall answer to the following, at a minimum:
 - Study methodology, including a communication method used for pairing schools.
 - Executive summary, introduction, methodology, analysis , conclusion, and recommendations
- Produce a document that is:
 - compatible with Word for Windows version 2007
 - semi-professionally desktop published, including design, layout and formatting.
- Provide at minimum two verbal or written progress reports, as per the Deliverables indicated below, that must answer to: what has been accomplished to date; what is happening now; and what is planned for the future.
- Deliver 1 Microsoft Word 2007 document by e-mail to the Ministry of Education on or before March 1, 2012.

Project B: EDI Comparative Report for Full Day Kindergarten

- Create a comprehensive, written document ("EDI Comparative Report") to examine the EDI results of schools that participated in the first phase of full day kindergarten implementation (school year 2010/11).
- The document shall answer to the following, at a minimum:
 - Study methodology,
 - Present data comparable by school and identified by EDI Wave (e.g. wave 1, 2, 3)
 - Executive summary, introduction, methodology, analysis , conclusion, and recommendations.
- Produce a document that is:
 - compatible with Word for Windows version 2007
 - semi-professionally desktop published, including design, layout and formatting.
- Provide at minimum two verbal or written progress reports, as per the Deliverables indicated below, that must answer to: what has been accomplished to date; what is happening now; and what is planned for the future.
- Deliver 1 Microsoft Word 2007 document by e-mail to the Ministry of Education on or before March 1, 2012.

1.3 Project Deliverables for Project A & B:

- **Phase 1: Week one** - Meet via telephone to discuss the scope of the document and draft outline for written work planned.

- Phase 2: By February 6, 2012 - first draft submission for Project A and Project B for review by the Ministry and verbal or written progress report.
- Phase 3: Final draft due and delivered by email, on or before March 1, 2012.

1.4 Project Cost:

Costs for Project A & B	
Project A:	
Sub-Contractor Fees	\$8,800.00
Data Costs	\$4,000.00
Expenses	\$ 0.00
Subtotal Project A	\$12,800.00
Project B:	
Fees	\$2,400.00
Expenses	\$ 0.00
Subtotal Project B	\$2,400.00
Total for Project A and B (includes UBC overhead costs)	
	\$15,200.00

1.5 Monitoring and Performance

- Meet with the Contract Manager on request to discuss the Services to be provided and review the work in progress.

CONTRACT MANAGER FOR THE PROVINCE:

Contract management, monitoring and invoice certification will be done by:

Melanie Bradford, Early Years
 Telephone Number: 250-886-2819
 E-mail: Melanie.Bradford@gov.bc.ca

Schedule B - Fees

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$15,200 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

Fees are based on a flat rate of \$15,200 and will be paid to the Contractor for fulfillment of the Services under this Agreement.

2. EXPENSES: No expenses are payable under this Agreement.

3. STATEMENT OF ACCOUNT: In order to obtain payment of any fees under this Agreement, the Contractor must deliver to the Province a written statement of account, upon completion of the Services ("Billing Period"), in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of that describes the deliverable for which the Contractor is billing and the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

4. PAYMENTS DUE:

Payments Due: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, 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 us as required to obtain the discount.

Schedule C - Approved Subcontractor(s)

The following subcontractors have been approved by the Province:

1. *Bill Warburton - subcontractor*

Schedule D - Insurance

"Not applicable"

Schedule E - Privacy Protection Schedule

"Not applicable"

Schedule F - Additional Terms

1. Despite Section 13.16 of this Agreement, the Contractor and the Province agree that Sections 3.6, 3.8, 5, 6.4(b), 11, and 13.14 of the Agreement are deleted.
2. The Province will indemnify and save harmless the Contractor, 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 Contractor, its Board of Governors, directors, officers, employees, faculty, 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.

3. The Contractor 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 Contractor, or any sub-contractor, 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 Contractor 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 Contractor is under no obligation to maintain the confidentiality of Confidential Information which the Contractor can show:
 - (a) is or subsequently becomes generally available to the public through no act or fault of the Contractor;
 - (b) was in the Contractor's possession prior to its disclosure by the Province to the Contractor;
 - (c) was lawfully acquired by the Contractor from a third party who was not under an obligation of confidentiality to the Province;
 - (d) is required by an order of a legal process to disclose, provided that the Contractor gives the Province prompt and reasonable notification of such requirement prior to disclosure; or
 - (e) was independently developed by the Contractor's employees, agents or consultants who had no knowledge of or access to the Province's information as evidenced by the Contractor's records.
4. The Contractor must not knowingly allow its research personnel involved in performing the Services, 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.
5. Any of the following events will constitute an Event of Default, namely:
 - (a) the Contractor fails to comply with any material provision of this Agreement;
 - (b) any representation or warranty made by the Contractor 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 Contractor pursuant to or as a result of this Agreement is untrue or incorrect.
6. Either party may terminate this Agreement for any reason by giving at least thirty (30) days written notice to the other party.
7. 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 Section 9 of this Schedule will discharge the Province of all liability to the Contractor under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the Province;
 - (c) suspend any installment of the payments under Schedule B or any amount that is due to

- the Contractor while the Event of Default continues;
- (d) waive the Event of Default; and
 - (e) pursue any other remedy available at law or in equity.
8. The Province may also, at its option, terminate this Agreement immediately if the Province determines that the Contractor's failure to comply places the health or safety of any person conducting the Services at immediate risk, and the payment of the amount required under Section 9 of this Schedule will discharge the Province of all liability to the Contractor under this Agreement.
9. Where this Agreement is terminated before 100% completion of the Services, the Province will pay to the Contractor all costs and liabilities, including uncancellable commitments, relating to the Services which have been incurred by the Contractor, not to exceed the Maximum Amount specified in Schedule B, as of the date of receipt of notice of termination or the date of termination, whichever is later.
10. The Province hereby grants the Contractor a perpetual non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, translate, practice, produce, distribute, or further develop the Produced Material for scientific, educational, public good and other non-commercial uses.
11. In addition to Section 10, with the prior approval of the Province, which will not be unreasonably withheld, the Contractor may present publications at symposia, national or regional professional meetings, or publish 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 Services will recognize the Ministry of <fill in ministry name>. Education *MB*
12. At the expiry or earlier termination of this Agreement, the Province may, at its sole discretion, negotiate with the Contractor to provide to the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced Material for commercial purposes.
13. In addition to Section 13.8 of this Agreement, the provisions contained in this Schedule continue in force indefinitely even after this Agreement ends.
14. The indemnity granted by the Contractor under this Agreement has been approved in accordance with the Financial Administration Act, Guarantees and Indemnities Regulation 1.1(b) under Indemnity No.100969. The indemnity granted by the Province to the Contractor is approved in accordance with the Financial Administration Act, Guarantees and Indemnities Regulation 1(b) under Indemnity No. 080497.
15. The Contractor makes no representations or warranties, either express or implied, with respect to any data or results arising from the services. The Contractor specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and will in no event be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar or like damages arising from any defect, error or failure to perform, even if the institution has been advised of the possibility of such damages. The Province hereby acknowledges that the services are of an experimental and exploratory nature, that no particular results can be guaranteed, and that it has been advised by the Contractor to undertake its own due diligence with respect to all matters arising from this Agreement. This section 15 will survive termination or expiration of this Agreement.



APPENDIX II

Waiver of Moral Rights

To be completed and signed by the Institution who is waiving moral rights, and returned to the Province.

I, The University of British Columbia
(Name of Institution)

and an author of the Material, as that term is defined in the Province of BC Agreement (Contract Number
C12/2024

for The University of British Columbia - Full Day Kindergarten Research paper and EDI Comparative
Report for Full Day Kindergarten
(Client Name and Type of Service or Project)

in consideration of my employment, hereby waive, in favour of Her Majesty the Queen in Right of British Columbia (the "Province"), all my moral rights established under the *Copyright Act*, as amended from time to time, in the Material. I further agree not to institute legal proceedings against the Province, or its servants, agents or employees with respect to these moral rights.

SIGNED this 25th day of January 2012.
(Signing Date)

SIGNED AND DELIVERED in the presence of:)

S22)

(Signature of Witness))

S22)

(Printed Name of Witness)

yr	school	kinder	ever	N	Critical diff
2005-2010	501009 KF		37.50	32	9.5
2005-2010	501009 KH		17.99	140	
2011	501009 KF		8.33	36	
2005-2010	501017 KF		17.86	28	11
2005-2010	501017 KH		13.87	137	
2011	501017 KF		23.08	26	
2005-2010	502023 KH		46.83	127	10
2011	502023 KF		22.58	31	
2005-2010	502028 KF		40.00	10	9.5
2005-2010	502028 KH		19.41	170	
2011	502028 KF		21.88	32	
2005-2010	603005 KF		14.29	7	10.5
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2005-2010	603007 KH		13.04	141	8.5
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2005-2010	2222010 Other		33.33	15	
2011	2222010 KF		16.13	31	
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2011	2727012 KF		24.24	33	
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2005-2010	4343036 KH	23.08	39	
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2005-2010	4343070 Other	33.33	12	
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2011	6363003 KF	26.19	42	10
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2011	6363008 KF	14.58	48	9
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2011	6363011 KF	22.92	48	10
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2005-2010	6868041 KH	24.10	83	
2011	6868041 KF	17.24	29	
2005-2010	6868052 KF	3.33	32	9.5
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2011	6868085 KF	35.48	31	
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2005-2010	6868086 KH	23.36	108	
2011	6868086 KF	42.86	35	
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2011	7326012 KF	26.32	38	

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2005-2010	7965037 KH	13.24	69	
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2005-2010	501007	KH	28.57	77
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2005-2010	501017	KF	17.86	28
2005-2010	501017	KH	13.87	137
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2005-2010	502023	KH	46.83	127
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2005-2010	596109	KH	16.42	134
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2005-2010	603007	KH	13.04	141
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2011	3737009	KF	24.00	25
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2011	3737013	KH	8.70	46

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2011	3737017	KF	16.28	43
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2011	3737019	KH	0.00	26
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2011	3737024	KF	11.90	43
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2011	4141023	KF	10.53	19
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2005-2010	4343017	KF	8.11	37
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2011	4848008	KH	35.71	28
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2011	4848012	KF	0.00	1
2011	4848012	KH	0.00	4
2005-2010	4848014	KH	16.67	6
2011	4848014	KH	0.00	1
2005-2010	4848018	KF	0.00	13
2005-2010	4848018	KH	4.94	82
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2005-2010	7324023	KF	5.88	17
2005-2010	7324023	KH	16.22	77
2011	7324023	KH	10.53	38
2005-2010	7324031	KF	6.25	16
2005-2010	7324031	KH	3.03	67
2011	7324031	KH	36.67	30
2005-2010	7324032	KF	46.15	13
2005-2010	7324032	KH	50.00	48

2011	7324032	KF	47.37	39
2005- 2010	7324034	KH	19.64	56
2011	7324034	KF	30.00	20
2005- 2010	7324036	KF	0.00	2
2005- 2010	7324036	KH	23.68	76
2011	7324036	KF	45.00	20
2005- 2010	7324039	KF	77.78	9
2005- 2010	7324039	KH	55.36	56
2011	7324039	KF	50.00	20
2005- 2010	7324040	KH	24.14	58
2011	7324040	KF	48.78	41
2005- 2010	7324052	KH	22.22	74
2011	7324052	KF	14.81	27
2005- 2010	7324053	KH	14.29	35
2011	7324053	KF	23.53	17
2005- 2010	7324054	KF	11.76	17
2005- 2010	7324054	KH	17.81	73
2011	7324054	KF	25.00	36
2005- 2010	7324056	KF	11.11	10
2005- 2010	7324056	KH	33.93	56
2011	7324056	KH	0.00	29
2005- 2010	7324058	KF	25.00	12
2005- 2010	7324058	KH	13.43	67
2011	7324058	KH	9.38	32
2005- 2010	7324063	KH	7.58	66
2011	7324063	KH	17.24	29
2005- 2010	7324064	KH	27.72	101
2011	7324064	KH	30.00	30
2005-	7324067	KF	14.29	7

2010				
2005-				
2010	7324067	KH	12.50	16
2011	7324067	KF	22.22	9
2005-				
2010	7324068	KH	8.89	46
2011	7324068	KH	15.00	20
2005-				
2010	7324069	KH	16.67	6
2005-				
2010	7324071	KF	16.67	19
2005-				
2010	7324071	KH	14.86	77
2011	7324071	KH	30.30	33
2005-				
2010	7324072	KH	17.14	106
2011	7324072	KH	29.03	31
2005-				
2010	7324077	KF	11.76	17
2005-				
2010	7324077	KH	19.35	93
2011	7324077	KH	13.89	36
2005-				
2010	7324078	KF	6.25	16
2005-				
2010	7324078	KH	13.64	66
2011	7324078	KH	9.09	33
2005-				
2010	7326002	KH	50.00	2
2011	7326002	KF	0.00	2
2005-				
2010	7326011	KH	70.00	10
2011	7326011	KF	0.00	1
2005-				
2010	7326012	KH	20.65	93
2011	7326012	KF	26.32	38
2005-				
2010	7373079	KF	22.22	18
2005-				
2010	7373079	KH	20.00	75
2011	7373079	KH	0.00	27
2005-				
2010	7396094	KH	5.88	17
2005-				
2010	7396280	KH	24.14	58

2005-2010	7429007	KF	50.00	2
2005-2010	7429007	KH	50.00	2
2011	7429007	Other	0.00	1
2005-2010	7429012	KF	0.00	12
2005-2010	7429012	KH	20.00	30
2011	7429012	KF	60.00	5
2005-2010	7429014	KF	60.00	5
2005-2010	7429014	KH	20.00	10
2011	7429014	KF	0.00	4
2005-2010	7430004	KF	14.29	7
2005-2010	7430004	KH	17.39	23
2011	7430004	KF	13.33	15
2005-2010	7430006	KF	66.67	3
2005-2010	7430006	KH	55.56	9
2005-2010	7430007	KH	33.33	6
2005-2010	7430009	KF	33.33	9
2005-2010	7430009	KH	42.11	19
2011	7430009	KF	20.00	11
2005-2010	7474017	KH	0.00	1
2011	7474018	KF	100.00	2
2005-2010	7575001	KH	14.29	14
2011	7575001	KH	16.67	18
2005-2010	7575006	KH	35.29	17
2005-2010	7575007	KH	33.33	28
2011	7575007	KF	40.91	22
2005-2010	7575015	KH	10.00	20
2011	7575015	KH	12.12	33
2005-	7575018	KF	22.22	9

2010				
2005-2010	7575018	KH	47.37	19
2011	7575018	KF	16.00	25
2005-2010	7575019	KH	22.22	9
2011	7575019	KF	56.25	16
2005-2010	7575020	KF	31.25	16
2005-2010	7575020	KH	27.78	18
2011	7575020	KH	26.92	26
2005-2010	7575023	KH	25.00	8
2011	7575023	KF	28.57	28
2005-2010	7575026	KH	46.15	13
2011	7575026	KH	100.00	3
2005-2010	7575027	KF	10.00	10
2005-2010	7575027	KH	17.86	28
2011	7575027	KH	29.41	17
2005-2010	7575028	KF	61.90	22
2005-2010	7575028	KH	40.00	20
2011	7575028	KF	51.16	43
2005-2010	7575029	KF	25.00	24
2005-2010	7575029	KH	19.23	26
2011	7575029	KF	23.53	68
2005-2010	7575032	KH	50.00	2
2011	7575032	KF	100.00	2
2005-2010	7832004	KF	0.00	1
2005-2010	7832004	KH	66.67	7
2011	7832004	KF	100.00	2
2005-2010	7832006	KF	18.18	13
2005-2010	7832006	KH	37.78	142
2011	7832006	KF	32.43	37

2005-2010	7832007	KF	0.00	2
2005-2010	7832007	Other	0.00	1
2005-2010	7876002	KH	42.59	55
2011	7876002	KH	20.00	15
2005-2010	7876007	KF	0.00	9
2005-2010	7876007	KH	9.00	102
2011	7876007	KH	13.33	15
2005-2010	7878012	KH	22.22	47
2011	7878012	KF	28.57	7
2005-2010	7896105	KF	7.69	13
2005-2010	7965001	KH	21.43	14
2005-2010	7965002	KF	10.00	20
2005-2010	7965002	KH	10.71	141
2005-2010	7965003	KF	5.00	22
2005-2010	7965003	KH	10.00	61
2011	7965003	KH	10.81	37
2005-2010	7965006	KH	16.95	60
2011	7965006	KF	22.22	18
2005-2010	7965007	KH	18.45	103
2011	7965007	KH	3.03	33
2005-2010	7965010	KH	9.62	52
2005-2010	7965011	KH	20.00	20
2011	7965011	KF	0.00	18
2005-2010	7965014	KH	37.50	8
2011	7965014	KF	16.67	6
2005-2010	7965016	KF	0.00	11
2005-2010	7965016	KH	18.52	56

2011	7965016	KF	41.67	24
2005-2010	7965023	KF	100.00	2
2005-2010	7965023	KH	54.55	23
2005-2010	7965023	Other	71.43	7
2011	7965023	KF	37.50	8
2005-2010	7965024	KF	33.33	17
2005-2010	7965024	KH	18.18	66
2011	7965024	KF	36.11	36
2005-2010	7965025	KH	9.76	82
2011	7965025	KH	4.76	21
2005-2010	7965032	KH	0.00	2
2005-2010	7965037	KH	13.24	69
2005-2010	7965037	Other	0.00	8
2011	7965037	KF	36.67	30
2005-2010	7966002	KH	16.67	6
2005-2010	7966011	KH	31.03	31
2011	7966011	KF	50.00	12
2005-2010	7966012	KH	18.06	72
2011	7966012	KH	18.75	16
2005-2010	7979040	KF	0.00	9
2005-2010	7979040	KH	11.48	61
2011	7979040	KF	0.00	20
2005-2010	7979041	KF	50.00	18
2005-2010	7979041	KH	32.76	59
2005-2010	7979041	Other	0.00	1
2011	7979041	KF	58.33	25
2005-2010	7979042	KF	23.08	15
2005-	7979042	KH	23.81	84

2010				
2011	7979042	KF	12.82	39
2005-2010	8181008	KF	21.43	14
2005-2010	8181008	KH	26.36	130
2011	8181008	KH	6.67	16
2011	8181008	Other	20.00	17
2005-2010	8181014	KF	14.29	14
2005-2010	8181014	KH	21.62	112
2011	8181014	KH	15.00	20
2005-2010	8280001	KH	27.78	37
2011	8280001	KF	20.00	5
2005-2010	8280004	KH	31.91	47
2011	8280004	KF	8.33	12
2011	8280004	KH	30.00	10
2005-2010	8280005	KH	42.11	57
2011	8280005	KF	28.57	14
2005-2010	8288008	KF	25.00	4
2011	8288008	KF	0.00	5
2005-2010	8288012	KF	0.00	16
2005-2010	8288012	KH	11.76	88
2011	8288012	KH	9.38	33
2005-2010	8288013	KF	#NULL!	1
2005-2010	8288013	KH	16.67	6
2011	8288013	KF	40.00	10
2005-2010	8288016	KF	0.00	1
2005-2010	8288016	KH	35.71	14
2011	8288016	KF	66.67	3
2005-2010	8288018	KF	0.00	3
2005-2010	8288018	KH	0.00	3

2011	8288018	KF	0.00	8
2005-2010	8288020	KF	0.00	2
2005-2010	8288020	KH	9.59	75
2011	8288020	KH	30.77	13
2005-2010	8288021	KH	45.45	11
2005-2010	8288022	KH	30.95	84
2011	8288022	KF	13.79	29
2005-2010	8288028	KH	33.33	3
2011	8288028	KF	0.00	8
2005-2010	8321001	KH	13.11	61
2005-2010	8321001	Other	20.59	34
2011	8321001	KF	21.43	28
2011	8321001	KH	50.00	4
2005-2010	8321005	KH	10.00	72
2005-2010	8321005	Other	28.85	52
2011	8321005	KF	17.14	36
2011	8321005	KH	0.00	6
2005-2010	8383038	KH	14.29	35
2005-2010	8383038	Other	34.78	23
2011	8383038	KF	52.94	17
2005-2010	8389004	KH	83.33	7
2005-2010	8389004	Other	53.85	13
2011	8389004	KF	75.00	8
2011	8389004	KH	100.00	1
2005-2010	8389009	KH	35.00	20
2005-2010	8389009	Other	0.00	11
2011	8389009	KF	38.46	13
2005-2010	8389011	KF	33.33	6
2005-2010	8389011	KH	44.44	9

2005- 2010	8389011	Other	71.43	7
2011	8389011	KF	25.00	8
2005- 2010	8389014	KH	15.79	22
2005- 2010	8389014	Other	7.69	14
2011	8389014	KH	7.14	14
2005- 2010	8389015	KH	33.33	6
2005- 2010	8389015	Other	12.50	8
2011	8389015	KF	20.00	5
2005- 2010	8389017	KH	31.43	36
2005- 2010	8389017	Other	40.00	21
2011	8389017	KF	46.43	28
2005- 2010	8389021	KH	42.86	14
2005- 2010	8389021	Other	40.00	10
2011	8389021	KF	50.00	10
2005- 2010	8389022	KH	33.33	9
2005- 2010	8389022	Other	60.00	5
2011	8389022	KF	14.29	7
2005- 2010	8389023	KH	31.51	74
2011	8389023	KF	38.10	43
2005- 2010	8389028	KF	13.64	22
2005- 2010	8389028	KH	23.65	150
2011	8389028	KH	7.41	56
2005- 2010	8389029	KH	14.29	43
2005- 2010	8389029	Other	5.00	20
2011	8389029	KF	23.33	30
2005- 2010	8389030	KH	16.67	26
2005- 2010	8389030	Other	8.33	12
2011	8389030	KF	72.73	11

2005-2010	8389032	KF	0.00	10
2005-2010	8389032	KH	48.57	35
2005-2010	8389032	Other	41.38	29
2011	8389032	KF	47.06	17
2005-2010	8389033	KF	11.11	18
2005-2010	8389033	KH	16.67	84
2011	8389033	KH	14.81	28
2005-2010	8484011	KH	9.80	51
2011	8484011	KF	44.44	9
2005-2010	8484022	KF	50.00	2
2005-2010	8484022	KH	20.00	5
2011	8484022	KF	0.00	1
2005-2010	8484031	KH	50.00	2
2011	8484031	KF	100.00	1
2005-2010	8585016	KF	33.33	3
2005-2010	8585016	KH	0.00	2
2011	8585016	KF	0.00	1
2005-2010	8585017	KF	100.00	2
2005-2010	8585017	KH	16.67	12
2011	8585017	Other	0.00	5
2005-2010	8585020	KH	31.82	22
2011	8585020	KF	50.00	2
2005-2010	8585023	KH	12.50	40
2011	8585023	KF	34.62	26
2005-2010	8585028	KH	16.67	74
2011	8585028	KF	28.57	14
2005-2010	8585029	KH	37.84	37
2011	8585029	KF	30.00	10
2005-	8787002	KF	0.00	1

2010 2005- 2010	8787003	KH	0.00	1
2005- 2010	8787010	KH	9.09	11
2011	8787010	KF	0.00	3
2005- 2010	8787011	KF	0.00	3
2005- 2010	8787011	KH	0.00	10
2011	8787011	KF	0.00	3
2005- 2010	9155002	KH	16.67	12
2005- 2010	9155004	KH	40.48	42
2011	9155004	KF	63.64	11
2005- 2010	9155005	KF	40.00	5
2005- 2010	9155005	KH	25.00	12
2011	9155005	KF	0.00	1
2005- 2010	9156001	KH	14.29	14
2011	9156001	KH	25.00	4
2005- 2010	9156003	KF	12.50	16
2005- 2010	9156003	KH	31.88	70
2011	9156003	KF	77.78	9
2011	9156003	KH	15.00	20
2005- 2010	9156005	KH	52.38	23
2011	9156005	KF	100.00	1
2005- 2010	9156009	KH	5.97	68
2011	9156009	KH	10.53	19
2005- 2010	9156013	KH	22.52	113
2011	9156013	KH	3.57	28
2005- 2010	9156015	KH	25.42	60
2011	9156015	KF	16.67	6
2011	9156015	Other	0.00	4
2005- 2010	9156018	KH	39.53	44

2011	9156018	KF	20.00	10
2005- 2010	9156019	KF	66.67	3
2005- 2010	9156019	KH	11.54	78
2011	9156019	KF	10.53	19
2005- 2010	9191022	KH	23.08	39
2011	9191022	KF	14.29	14

Vulnerability Rates in Full-Day Kindergartens vs. Half-Day Kindergartens Initial Findings March 2012

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The purpose of this report is to look at the trends in EDI vulnerability for children in full-day Kindergarten in 2010/11 (the first year of implementation). Are there any strong indications at this early stage as to whether full-day K is beneficial or not?

HELP completed a school-level analysis (see attached Excel file). In this analysis, the outcome considered is the school rate of vulnerability on one or more EDI scales. This outcome for each school is compared over two time periods – 2005/10 (pre-full-day K) vs. 2011 (first year of full-day K). The analysis focuses on the school-level vulnerability rate for half-day Kindergarten students in the first time period vs. the rate for full-day Kindergarten students in the second time period. By doing within-school comparisons, we are trying to control for between-school factors that are potential explanations for the observed results.

To make this comparison as precise as possible, all ESL, Aboriginal and Special Needs Children were removed from the data before doing the analyses. These are the groups of children who have traditionally had access to full-day Kindergarten before 2011. Therefore, it was important to remove them so that their scores would not be included for one time period and not the other.

Also, comparisons were only made for schools with at least 25 students at each time period, so that the HELP Critical Differences table (see Appendix A below) could be used to identify meaningful change over time. In the first Excel worksheet, the results for 108 schools are shown. Schools with decreasing vulnerability are highlighted in green, and those with increasing vulnerability are highlighted in red. Overall, there were 17 schools with decreases, 26 schools with increases, and 65 with insufficient change to be meaningful.

A similar analysis was done for schools that continued to have half-day K in both time periods. The data used for this analysis comes from the second worksheet in the attached Excel file. Of the 117 schools in this sample with at least 25 students at each time period, 17 had an increase in vulnerability in 2011, 19 had a decrease in vulnerability, and there was no meaningful change in the remaining 81 schools, based on critical difference criteria.

The results can be summarized as follows. First, most schools do not have a sufficiently large increase or decrease in the vulnerability rate to be considered meaningful. Second, where change is statistically significant based on the critical differences table, both directions of meaningful change are represented. Finally, more schools with full-day K in 2010/11 had increased vulnerability than decreased vulnerability.

INTERPRETING THESE RESULTS

The first important point to consider is that the sample of schools with full-day K was not representative of the province. This is because HELP does not collect EDI scores from all school districts every year. Typically, one complete wave of provincial data collection takes two years to complete. In 2010/11, a number of large school districts were unrepresented, such as Vancouver, North and West Vancouver, Abbotsford, Central Okanagan and Greater Victoria. Any strong conclusions about the effect of full-day Kindergarten on EDI vulnerability will have to wait until there are results that represent the whole province. This may take a few more years, given that EDI data collection in 2011/12 will be much smaller than usual due to the ongoing labour troubles.

In any case, even if we had representation across the province, the number of kindergarten children at each school tends to be small, which means that only relatively large increases or decreases will be statistically meaningful, as demonstrated in the critical differences table in the Appendix. In other words, the average sample size from each school in just one year makes it difficult to find meaningful change. Over time, the sample of full-day Kindergarten children from each school will grow in size. As these sample sizes get larger over time, real trends will be easier to discern.

At the present time, there are many competing explanations for the apparent (but small) tendency for schools with full-day Kindergarten to have increased vulnerability. It could be due to the lack of representativeness of this particular sample of school districts, as mentioned earlier. Perhaps teachers are experiencing challenges adapting to the new full-day K curriculum. It could be that full-day Kindergarten teachers are rating their students differently than before on the EDI items, as they know their students better with the doubled exposure. It is possible that some children of that age are not ready for a full day of school, leading to some developmental stresses. It is even a (remote) possibility that parents are sending boys preferentially to girls to full-day Kindergarten classes, in the belief that it will help them catch up with the girls. And of course, there are many other potential explanations. Some explanations, such as the possibility that the boy:girl ratio in full-day Kindergartens is higher than in half-day Kindergartens, are testable with the data available. Other explanations, such as the possibility that teachers' scoring of the children on the EDI is related to difficulties adapting to the new full-day curriculum, can only be tested through good evaluation designs with representative samples of teachers and children.

In sum, definitive conclusions about the efficacy of full-day Kindergarten are certainly possible, but not until we have a larger, more representative sample of children and teachers, which may not be for at least two more years. In any case, given that the implementation of full-day Kindergarten in BC has been relatively fast, and constitutes a major shift in Kindergarten curriculum, formative evaluation activities are more appropriate at this stage than summative evaluations. In the meantime, it will be useful to explore our existing and upcoming data to see if there are some selection effects (e.g., gender ratios, SES) that may provide some explanation for the observed patterns in year one of full-day Kindergarten implementation.

Appendix A – Critical Differences

Once there are multiple waves of data for a neighbourhood, it becomes possible to compare one time point with another to make a judgment about whether the vulnerability rate has changed. There is a common understanding that some increases or decreases are large enough to be worth paying attention to, while other changes are too small to be meaningful. Researchers at HELP have conducted a series of micro-simulations, based on real EDI data over multiple waves, to statistically answer the question, “how much of a change from one time to another is large enough to be considered meaningful (i.e, not due to uncertainty due to measurement error)?” While it is beyond the scope of this Appendix to describe the procedures for doing the simulations, the results can be summarized in a short table, which is presented below.

The key variable is the number of children in the neighbourhood (or school or school district, or any group). As the group size increases, smaller and smaller differences in vulnerability over time can be treated as real, rather than due to error. For small groups of children (e.g., in a school), an increase or decrease of up to 15 percentage points is necessary to be confident that there has been a change. Group sizes under 25 are too small to examine change reliably and so the critical difference is not calculated in those cases.

The Critical Difference table can also be used to compare the vulnerability in two neighbourhoods at one time point, using the same procedure as for one neighbourhood over two time points.

Procedure: For the group size at time 1, note the corresponding critical difference. Do the same for the group size at time 2. Take the average of the two critical differences. If the change over time is greater than this average critical difference, then one can be confident that the change is meaningful.

Table of Critical Differences, BC*

Group Size	Critical Difference
25-26	15
27-29	14
30-35	13
36-44	12
45-55	11
56-69	10
70-85	9
86-108	8
109-138	7
139-200	6
201-360	5
361-535	4
536 plus	3

*Use only for vulnerability on one or more scales

Estimating the Impact of Full Day Kindergarten in British Columbia, Canada

William Warburton

Clyde Hertzman

March 2012

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Estimating the Impact of Full Day Kindergarten in British Columbia, Canada

Executive summary

Because BC selected the schools for full day kindergarten based on vulnerability on the EDI, it is in an excellent position to make estimates of the impact of full day kindergarten that would meet the highest levels of evidence.

Surprisingly little is known about the impact of full day kindergarten (FDK). Lash et al. (2008) report “Studies of full-day kindergarten whose results have been reported within the last decade cannot provide strong evidence with which to judge the effects of a full-day program on student achievement. This is because the studies have used weak research designs”.

The American Institute for Education Sciences lists only two research designs in their top category: random assignment and regression discontinuity design. These two methods, both based on selection rules that are developed before the program is implemented, are the only two methods that can be shown to yield unbiased estimates of program impact. In both cases the conditions that are required for unbiased estimates can be tested.

This paper describes the regression discontinuity design method and explains its application to the evaluation of FDK in BC. The paper outlines the steps that can be taken to recover unbiased estimates of program impact, even when the implementation mechanism is not followed precisely. It illustrates the methods, outlines the tests for bias in regression discontinuity design studies of FDK in BC and reports the results of those tests. While more tests are needed, the current tests indicate that the method of implementation will permit BC to make the world’s first large scale unbiased estimates of the impacts of Full Day Kindergarten.

Introduction

Full day kindergarten (FDK) is expanding rapidly across North America. In the United States the percentage of children in full day kindergarten has increased from 10% in 1961 to 64% in 2003 (Lee et al. 2006; Child Trends 2003). New Brunswick, Nova Scotia and Quebec already offer full day kindergarten to five year olds (ECLA 2008) and Ontario is currently phasing in FDK. Despite the popularity, cost and importance of FDK, and despite the large body of literature that seeks to quantify the impact of full day kindergarten on long term outcomes of children, a consensus is forming that surprisingly little is known with confidence. For example Cooper et al. (2010) conclude, “the evidence on the impact of FDK leaves much to be desired. The research designs are weak for making strong causal inferences”. And Lash et al. (2008) report “Studies of full-day kindergarten whose results have been reported within the last decade cannot provide strong evidence with which to judge the effects of a full-day program on student achievement. This is because the studies have used weak research designs”.

The challenge in estimating the causal impact of full day kindergarten arises from the selection of schools that offer full day kindergarten. Full day kindergarten has long been viewed as a mechanism for reducing inequality, (Karweit 1987, Plucker et al. 2004, DeCicca 2007) and for this reason FDK is often introduced in disadvantaged neighbourhoods first. Cannon, Jacknowitz and Painter (2006) report that children in FDK in the US were *inter alia* more likely to be poor, black and from single parent families. The schools that they attended were less likely to be suburban, their teachers had less experience and their class sizes were larger. With important observed differences between full and half day students and the schools they attend, there is a suspicion that there may be important unobserved differences as well. Research designs in studies to date have often been classified as weak because they cannot control for unobserved differences.

In direct contrast to all earlier implementations, BC first provided full day kindergarten to schools with the most vulnerable students, as measured by the early development instrument¹. This crucial difference in how schools were selected potentially puts BC in a position to make estimates of the impact of full day kindergarten that can be shown to be unbiased, even though the implementation rule was not strictly adhered to nor uniform across districts.

The purpose of this paper is to describe fuzzy regression discontinuity design (RDD), a method that can, under certain conditions, be shown to produce unbiased estimates of the impact of an intervention. It will report the results of tests of unbiasedness and describe further tests that can be undertaken. And it will illustrate the method by making an estimate of the impact of full day kindergarten on grade size (the number of children in kindergarten, for each school) in the inaugural year. It is too early to estimate educational impacts for FDK, but if the method works for grade size it should later work for educational effects.

¹ The targeted program started in 2010/11; the following year the program was extended to all schools.

The layout of the paper is as follows. The first section after the introduction provides background by describing the difference between program *outcomes* and program *impacts*. The following section describes the regression discontinuity (RDD) approach and explains why it is one of only two techniques that fall in the Institute of Education Sciences top tier of studies. It also describes the issues that a researcher using RDD should be alert for. The following section describes fuzzy RDD, the technique to be used when the allocation mechanism is not deterministic (followed rigidly). The final section describes the implementation of full day kindergarten in British Columbia as it relates to the use of RDD, and illustrates the technique by reporting an estimate of the impact of full day kindergarten on school size using the technique. Concluding remarks sum up the results of the paper.

Impacts versus outcomes

Outcomes are reports of the characteristics of people and society following a program or intervention. The *impact* of full day kindergarten is the difference that it makes in people's lives and in society, so to estimate its impact, information on two sets of outcomes is needed—information on the outcomes that actually occurred following full day kindergarten and information on the counterfactual, or the outcomes that *would have occurred* if full day kindergarten had not been implemented. The impact is the difference between these two outcomes.

Estimating impacts is challenging because the outcomes that would have occurred if full day kindergarten had not been implemented are not readily available. Fortunately, the Law of Large Numbers, published in Jacob Bernoulli's *Ars Mathematica* almost 300 years ago, provides a means for estimating those outcomes. Bernoulli proved that the mean of any variable describing a random sample from a population would be approximately the same as for the population from which it was drawn. So, if a sample were drawn randomly from a population and provided FDK, then the average outcomes of the untreated population would be a good estimate of the average outcomes that the FDK group would have had, if they hadn't had FDK.

One reason that there is no magic bullet for estimating impacts is that the two major challenges may be in conflict. The first challenge is estimating the counterfactual for a specific group of participants. If a study has a good counterfactual, then it is said to have **internal validity**, meaning that the estimate of the impact is accurate. The second challenge is ensuring that the estimate of the impact is relevant. If the results of the study can be generalized, for example to the entire program as it operates, or to other locations, then the study is said to have **external validity**. Sometimes actions taken to ensure high internal validity compromise external validity. An example follows.

Theory tells us that a random assignment study, if properly implemented, will have high internal validity. But in practice, there are many challenges to the implementation of random assignment studies that can compromise internal validity; to deal with these challenges it may be necessary for the evaluator to impose a rather artificial structure on the program. But the artificial structure that increases internal validity makes the program less like the program as it operates in the field, and hence compromises external validity.

Much of the literature on the impacts of early child interventions has been criticized, not based on its internal validity, but on its generalizability (external validity). (See e.g. Baker 2012 pg.6²) The BC implementation of full day kindergarten, because it is a full scale implementation, may allow us to produce impact estimates for a program as it actually operates.

Introducing Regression discontinuity design

Regression discontinuity design (RDD) can be implemented when the score on a numerical scale determines program participation. In the classic example, all students take a test. If all those who score below (or above) a cut-off receive the treatment, and those below (or above) the cut-off do not, then the RDD can be used to make an estimate of the impact of the treatment. This method is very reliable. For example, the Institute of Education Sciences³ classifies studies in their highest category, “Meets Evidence Standards” if they are “randomized controlled trials (RCTs) that do not have problems with randomization, attrition, or disruption, and regression discontinuity designs that do not have problems with attrition or disruption.”⁴

How it is implemented

Figure 1 gives an illustration of a hypothetical application of RDD. A group of students is tested. Those who score below 60 are given remedial instruction and then the class is tested again. The solid line shows the average relationship (a regression line) between pre-test score and post-test score. Random factors affect test scores on any given day so the actual observations lie above and below the lines representing the average relationships. The impact of the program can be seen by looking at the regressions lines for the above- and below-cutoff groups, at the cutoff value. The vertical distance between the two lines at the cutoff value is the program impact. In Figure 1, the treated group (on the left) has a positive impact on post-test scores (after the treatment) of about 10 points, indicating that the treatment was effective.

On average, students with similar pre-test scores will be similar in all observed and unobserved characteristics whether the characteristics are correlated with the pre-test score or not. If the unobserved characteristics are correlated with the pre-test score, then students with similar pre-test scores will have similar unobserved characteristics. If the unobserved characteristics are not correlated with the pre-test scores, then the law of large numbers tells us that the unobserved characteristics will be the same in both groups (those immediately above and below the cutoff) on average.

As a result, if we compare two groups of students with similar pre-test scores, we will be comparing two groups of students with similar observed and unobserved characteristics. As was the case with random assignment, differences in outcomes between two groups with similar observed and unobserved characteristics, one of which received remedial instruction, will provide an unbiased estimate of the impact of the remedial instruction.

² A caution often raised about this evidence is the small scale of the programs and the high quality of the education provided. What would result from a larger scale operation funded at more “reasonable” levels?

³ Established by the American Education Sciences Reform Act of 2002

⁴ <http://www.w-w-c.org/reports/standards.html>

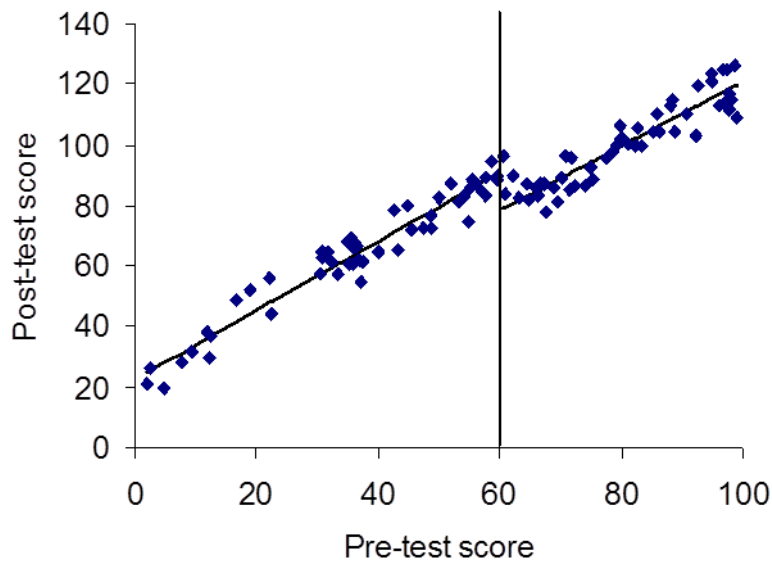


Figure 1: Hypothetical illustration of RDD

Students with pre-test scores just above the cut-off have very similar pre-test scores to students with pre-test scores just below the cut-off, and the closer the students are to the cut-off the more similar the two groups will be. We refer to the limiting value of the outcome (post-test) score as students approach the cut-off from below (from the left determined by the pre-test score) as the **left limit** and the limiting value of the outcome score as students approach the cut-off from the right as the **right limit**. The difference in outcomes between the left limit and the right limit groups can be proven to be an unbiased estimate of the impact of the intervention. See e.g. Van der Klaauw, Hahn and Todd (2001).

Note that the justification for this method, like the justification for random assignment, comes from the law of large numbers. The outcomes for any pair of students (one just above the cutoff, the other just below) will be equally affected by factors that affect either student's score, such as distractions during the test or the amount of sleep that they had the night before. The law of large numbers tells us that as the groups get larger, the effects of these other factors will tend to cancel and the difference between the outcomes of those just above and those just below the cutoff will become a better and better estimate of program impact. Standard errors of the estimates can be obtained directly from the regression analysis.⁵

⁵ In order to have a regression packages estimate standard errors, set up the equation as $Y = a_1 + a_2 D + a_3 (X - c) + a_4 D (X - c) + e$, where D takes the value 1 if the treatment is received, X is the allocation variable and c is the cut-off. Y is the outcome of interest, a_1 to a_4 are parameters to be estimated and e is an unmeasured error term. The coefficient a_2 is the estimate of impact and the regression package will calculate the standard errors automatically.

There are at least three ways to implement the RDD⁶. The first (sometimes called the Nadaraya-Watson Estimator) is to take the difference in average outcomes⁷ between those just above the cut-off and those just below the cut-off. Although this method has the benefit of simplicity, it will be biased when there are not very many observations in the neighbourhood of the cut-off. This occurs because we expect a relationship between the pre-test score and the outcome. Figure 1 illustrates this problem. The discontinuity occurs at pre-test score = 60. The value of the outcome as we approach the discontinuity (along the solid line) from the left (the left limit) is 90. The value of the outcome as we approach the discontinuity (along the solid line) from the right (the right limit) is 80. The difference between the two, the true impact of the program is 10. But if we estimate the left limit by averaging outcomes for people with scores between fifty and sixty, we get 86.6. The positive relationship between the outcome and the score makes an average of observations to the left of the cut-off a biased (downward) estimate of the left limit. Similarly, if we estimate the right limit by averaging outcomes for people with scores between sixty and seventy we get 84.0. The positive relationship between the outcome and the score makes an average of observations to the right of the cut-off a biased (upward) estimate of the right limit.

The amount of bias will be determined by how far the observations we use to make our estimate are from the cut-off and how steep the relationship between score and outcome is⁸. In this example, the true impact is 10, but the Nadaraya-Watson method produces an estimate of 2.6. With a small sample this could be problematic; however, in a large-scale program, where there are lots of observations very close to the cut-off, it might be a practical approach.

In cases where there are not enough observations close to the cut-off we can fall back on a second method, which uses local linear regression. Researchers select two pools of observations in the neighbourhood of the cut-off, one consisting of those just above the cut-off and one consisting of those just below the cut-off. (Figure 1 shows the case where all observations above or below the cutoff were used to generate regression lines; subsets closer to the cutoff are used for *local* linear regression estimates.) Ordinary least squares is used to estimate the parameters of an equation for each pool in which the outcome variable is the dependent variable and the pre-test score is the only explanatory variable. A property of ordinary least squares, which is useful in this context, is that these coefficients will capture both the effects of the pre-test and all the unobserved factors that are correlated with it. The left and right limit values are the points where the above- and below-cutoff estimated regression lines cross the cutoff value. The only assumption required is that the relationship between the pre-test score (and implicitly the unobserved characteristics) and the outcome can be approximated by a linear relationship in the neighbourhood of the discontinuity.

⁶ See e.g. Porter 2003.

⁷ Sometimes weighted by the distance of the score from the cutoff.

⁸ If we averaged outcomes for all subjects below the cutoff the average would be lower than for those near the cutoff; similarly for those above the cutoff; which would change our estimate of the impact. And if the graphed test scores were more vertical, this distortion would be even greater.

If there are not enough observations in the neighbourhood of the discontinuity, then researchers may use the entire sample to estimate the parameters of a regression model, which includes several explanatory variables in addition to the pre-test score. In particular researchers will include the pre-test score squared, cubed and to the fourth power and interactions between these terms and a dummy variable indicating that the individual received the remedial instruction in order to capture non-linearities⁹.

What can go wrong?

Nonlinearities

All problems that plague random assignment studies will also plague regression discontinuity studies, but RDD studies have one problem that random assignment studies do not. If there are not enough observations in the neighbourhood of the discontinuity, then RDD conclusions will depend on assumptions about functional form (the shape of the relationship between pre-test and post-test scores).

Figure 2 shows the relationship between pre-test score and post-test outcome when the relationship is non-linear. The discontinuity is easy to see and the impact is clearly 20. Figure 3 shows the same relationship, but with the addition of the OLS regression lines fitted to those taking the remedial instruction and those not taking the remedial instruction. Undetected non-linearities clearly introduce a bias. The local linear regression method would generate an impact of zero, (left and right limits are the same) when the actual impact is positive.

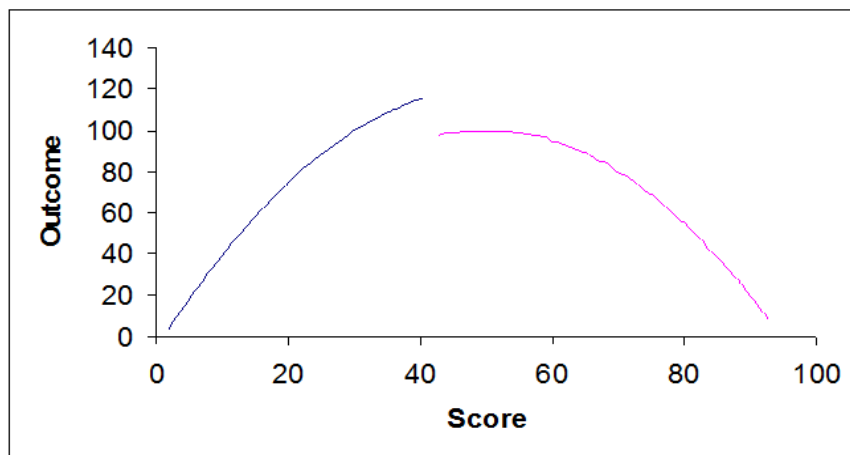


Figure 2

⁹ See e.g. <http://www.socialresearchmethods.net/kb/statrd.htm>

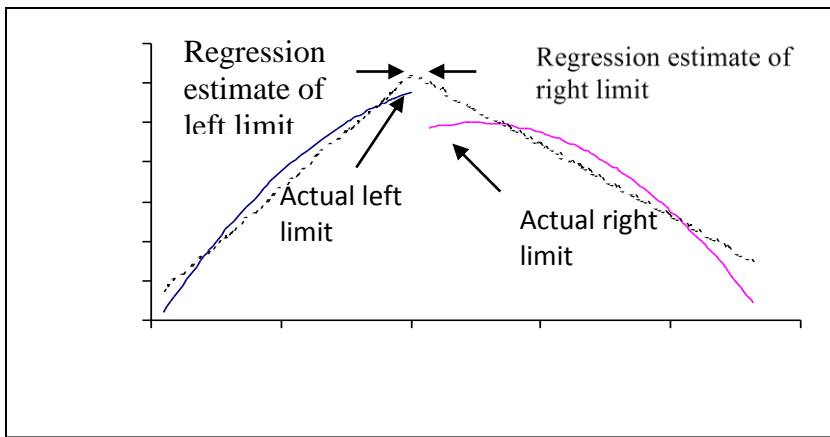


Figure 3

The non-linearity is very easy to see in Figure 2, and one of the strengths of RDD designs is that the data to the left of the discontinuity and to the right of the discontinuity can both be tested to determine if non-linearities exist. Nonetheless, if the relationship between the score and the outcome of interest has a high variance, then the variance might mask the non-linearities. For this reason, the seriousness of non-linearities in RDD's is an empirical question.

There are three methods that researchers should use to test for non-linearities in an RDD study:

- 1) informal, graphical displays, 2) formal tests for the significance of higher-order terms; and
- 3) sensitivity analyses using different bandwidths. These are explained below.

1) Informal graphical displays. A graph of the relationship between the assignment variable and the outcome is a sensible method for checking for non-linearities. The non-linearities show up clearly in figures 2 and 3. To make a graph like Figure 2, divide the sample into groups (or “bins”) according to their value of the assignment variable, ensuring that the dividing line for the groups coincides with the cut-off value of the assignment variable. Then simply plot the average outcome for each group against the average value of the assignment variable.

2) Formal tests. Separately for observations below and above the cut-off, use ordinary least squares (regression analysis) to estimate the relationship between the assignment variable and the outcome of interest. Include higher order terms, X^2 , X^3 in the regression equation. Test for the statistical significance of coefficients on these variables using t-tests.

3) Sensitivity analysis. Report estimates of the impact made using varying bandwidths. For example, first make an estimate using all of the data, then use the half of the data nearest the discontinuity, then the one quarter of the data nearest the discontinuity. Changes in the estimates of the impact with changes in bandwidth indicate that undetected nonlinearities might be introducing bias.

Introduced bias

When any technique is used to estimate the impact of any intervention, researchers must be aware that they do not have full information on the selection mechanism. The classic example in occurs when RDD is used to estimate the impact of a remedial program. It is possible to imagine a situation in which a

teacher felt that a child was particularly likely to benefit from the remedial instruction, but on the day of the test the child got a score above the cut off, but the teacher deducted a mark so that the child's score fell just below the cut-off and would have access to the additional resources. If this happened in an appreciable number of cases, individuals just above the cut-off could have unobserved characteristics that would be very different from those just below the cut-off. The theoretical benefits of the RDD could be undone by practical considerations, and the resulting estimates would be biased.

However, the great advantage of RDD is that it is possible to test for bias. A standard test would pick up the issue described above. If less able children were systematically assigned lower marks by their teachers, this would introduce a discontinuity into the relationship between marks on the allocation test and marks in previous tests. In addition, if this were a large program, slight adjustments in a number of marks would result in a noticeable discontinuity in the distribution of marks at the cutoff.

In analysis of full day kindergarten in BC, because EDI results were collected far in advance of the decision to use them to allocate FDK among schools, manipulation of the EDI scores (in order to affect FDK program decisions) was not possible; this possible source of introduced bias is eliminated for BC.

External Validity

The use of the EDI to select schools to receive FDK first has the potential to allow BC to make estimates of its impact with an unusual level of internal validity. As noted above, in many cases the conditions that permit high levels of internal validity often reduce the external validity of the study. However, for four reasons, we feel that the BC full day kindergarten study will have high levels of external validity as well. First, full day kindergarten in BC used existing teachers and schools. There was nothing artificial about the setting. Second more than half of the public schools were funded for FDK so the marginal effect that would be generated by an RDD estimate of the impact of FDK would relate to a margin (the additional students) that was typical or above average. This is in direct contrast to studies like the Abecedarian or Perry Preschool projects that served only a disadvantaged clientele. Third, eligibility for FDK funding occurred at the level of the school. Each school has students with a variety of skill levels, that (given our access to student-level data) will permit estimation of impacts on students with a variety of abilities. And finally, the cut-off varied widely by school district. Again, this will allow researchers to make estimates of the impact of FDK on a broad cross section of BC students.

Fuzzy regression discontinuity

Unbiased estimates of the impact of full day kindergarten may still be recovered using a variant of RDD, even if the allocation is not strictly governed by the allocation mechanism. In the implementation of full day kindergarten in BC, we observe that some schools above the cut-off are funded for full day kindergarten and other schools, below the cut-off are not funded. Fortunately, this does not necessarily prevent us from generating unbiased estimates. As is true for any RDD study, estimates will be unbiased if crossing the threshold only affects the outcome through the funding of full day kindergarten. We would test for other factors that might affect the outcome by using RDD to estimate the "impact" of crossing the threshold on pre-existing characteristics. If funding for full day kindergarten appears to have had an "impact" on, for example, the characteristics of students entering kindergarten, we would suspect that the RDD estimates of the impacts of FDK on outcomes was biased. In addition, Hahn, Todd,

and van der Klaauw (2001) point out that estimates from quasi-experimental can only be interpreted as local average treatment effects if the “monotonicity” assumption holds. That is the effect of having a level of vulnerability that is above the cut-off cannot increase the probability of being funded for full day kindergarten for some schools and decrease it for others. Unfortunately, there are not tests for monotonicity. In the case of full day kindergarten in BC, it seems to be a reasonable assumption.

Although deviations from the allocation mechanism do not prevent us from generating unbiased estimates, the interpretation of the estimates will be affected and the efficiency of the estimates will be reduced. The reduction in efficiency means that the standard errors of the estimates will be larger than they would have been if funding for FDK had been made strictly on the basis of vulnerability. We indicated above that with strict compliance to the allocation mechanism the estimate produced should be interpreted as the impact of full day kindergarten on children like those in schools at the cut-off. With deviations from the allocation mechanism, the estimate can be interpreted as a local average of the impact of full day kindergarten on children like those in schools at or near the cut-off.

The implementation of FDK in BC

When full day kindergarten was announced in British Columbia, a committee with representatives from all school districts was formed to determine the allocation mechanism. It was originally proposed that FDK would be allocated to the schools that needed it most, as determined by the percentage of kindergarten students deemed vulnerable on the Early Development Instrument, as long as there were teachers and space available. (This allocation mechanism is consistent with Rawls’ *Theory of Justice*.) However, in the event, \$57.6 million was allocated on a per-capita basis for the public school in the 55 districts that agreed to implement full day kindergarten. Districts were not constrained in their choice of schools in which to implement full day kindergarten, although many announced that they would fund schools based on the vulnerability of students. In many districts there was a preliminary allocation and announcement, and then an adjustment following registration. The extent to which the districts used EDI to select FDK is an empirical question, and is investigated here.

School enrolment is recorded on Form 1701, Student Data Collection. Currently there is only code for kindergarten, but in previous years (the years to be studied), kindergarten could be reported as full day or half day, depending on whether a full day was funded¹⁰ or not. Prior to the implementation of full day kindergarten in the 2010-2011 school year, ESL, Aboriginal and some special needs children were funded for a full day. Figure 4 shows the percentage of students in full day kindergarten by year. The percentage of students in full day kindergarten jumped from 17% in the 2009/2010 school year to 59% in the 2010-2011 school year.

¹⁰ Students in private schools and students in K-1 split classes in public schools might have attended full day kindergarten but they would be recorded as half day, unless they met one of the criteria for full day funding.

Number of full day and half day schools by vulnerability relative to cutoff

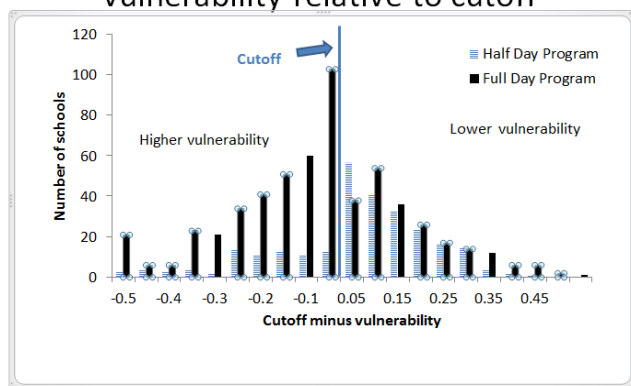


Figure 3

Finding the cut-off in each district

We found the cut-off level of EDI vulnerability in each district by examining vulnerability in schools that did and did not provide full day kindergarten in three steps. First we identified the schools offering FDK under the new rules. Second, we attached measures of vulnerability to the schools and third, we calculated the misclassification rate that would be implied by each possible cut-off and chose the cutoff with the lowest mis-classification rate. To identify the schools newly providing FDK, we counted the number of students by school (mincode) and by

- 1) in full day kindergarten/not in full day kindergarten;
- 2) eligible for FDK funding under the old rules (everabor = "N", everesl = 0 and sped2010 = "").)/not eligible.

This yielded a file with 1375 records, one for each mincode. Of the 1375 schools, 513 has 0% of non-eligible students in FDK, 709 with 100% of non-eligible students in FDK, 54 schools with no non-eligible students and 99 schools with between 1 and 99% of non-eligible students in FDK. This is shown in figure A1 below. This table is 11-s06\working\SLD_FDK on the SRE.

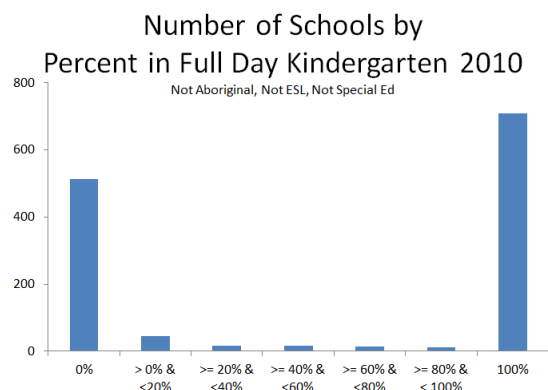


Figure 4

Among schools with students not eligible for FDK under the old rules, 39% had no FDK students, 54% had 100% FDK students and 7% had a mixture of FDK and HDK students. In this analysis, schools with more than 50% of non-eligible (under the old rules) students in FDK were labelled FDK schools.

We then attached the most recent percent vulnerable on the EDI. This was possible (EDI vulnerability data was available) for 1,107 schools.

The district cut-off could potentially have taken any of the values that lay between the levels of vulnerability of each of the schools. For example if a district had 3 schools with levels of vulnerability of 20%, 40% and 60%, and the district funded the school with 60% of the students vulnerable and did not fund the other two, then the implied cut-off was greater than 40% and less than 60%. For convenience we chose the midpoint between the levels of vulnerabilities of each of the schools in the district.

To find the level of vulnerability that each district appeared to have used as its cut-off, each potential cut-off was calculated and the error rate for that cut-off was calculated as follows. Each school that had vulnerability above the cut-off, but did not offer FDK (using the definition above) and each school that had vulnerability below the cut-off and did offer FDK added one to the error rate for that cut-off. The cut-off with the lowest error rate for the district was chosen as the implied cut-off. The code to make these calculations is in the program 11-s06\working\implied_cutoff_revised.prg.

Sample selection

We received records for 41,962 students in kindergarten in 2010/2011. These students were registered in 1,375 schools¹¹, although 33 of these schools had a single kindergarten student and another 48 schools had 2 or 3 kindergarten students. 97% of the students and 84% of the schools had at least 10 students. We cannot use some of these records in our analysis for a number of reasons. We dropped private schools because they were not affected by the changes in 2010/2011. We dropped the 5 districts that did not participate in 2010/2011.¹² We dropped the schools that did not have space or teachers available. We dropped schools that were not open in both 2009/2010 and 2010/2011. We dropped schools for which we did not have measures of vulnerability and we dropped schools that did not have any students who would not have been eligible for full day kindergarten under the old rules and so were not affected by the policy change. This left us with 28,786 students in 850 schools with which to conduct our analysis. Table 1 shows this information.

¹¹ We defined school by the variable mincode. A school so defined may be co-located with another school. Similarly, a single principal may have responsibility for more than one school.

¹² 19, 48, 53, 69, 74.

Table 1

Students		Schools*		
Full Day	Half Day	With at least 1 full day	With at least 1 half day student	
24,887	17,075	903	616	Total
22,024	14,297	761	460	Public Schools
21,769	13,669	742	434	Participating districts
21,214	9,135	717	336	Space and teachers available Open in 2009/2010 and 2010/2011
21,024	8,916	704	326	EDI Scores available
20,368	8,545	665	288	Increase in FDK is possible
20,242	8,544	644	287	

* Please note that these are not mutually exclusive categories, and so will not sum to the total number of schools.

Did it work?

Lee and Lemieux suggest graphing the average value of variables describing the participants against the forcing variable. A discontinuity in the characteristics of the participants that coincides with the cut-off point is strong evidence that the selection has been compromised. We illustrate that test using the limited variables at our disposal: age, Aboriginal status home language and ESL. The results are shown in figures 6 through 9 below. While more work needs to be done to implement formal tests, no discontinuity is apparent at the cut-off (0 on the X-axis on these graphs) for any of these variables.

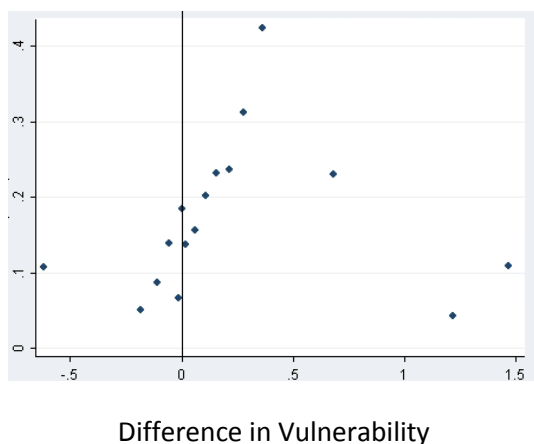
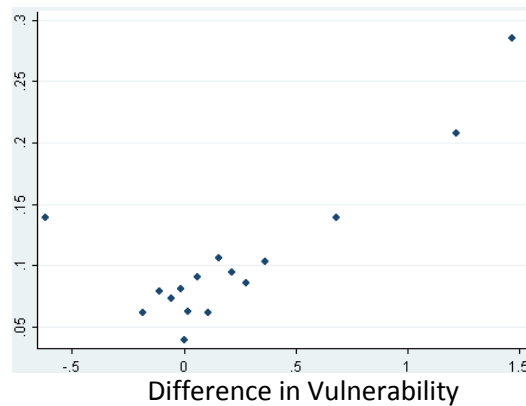
Figure 5: Percent ESL by difference in vulnerability**Figure 6: Percent Aboriginal by difference in vulnerability**

Figure 7: Percent non-English by difference in vulnerability

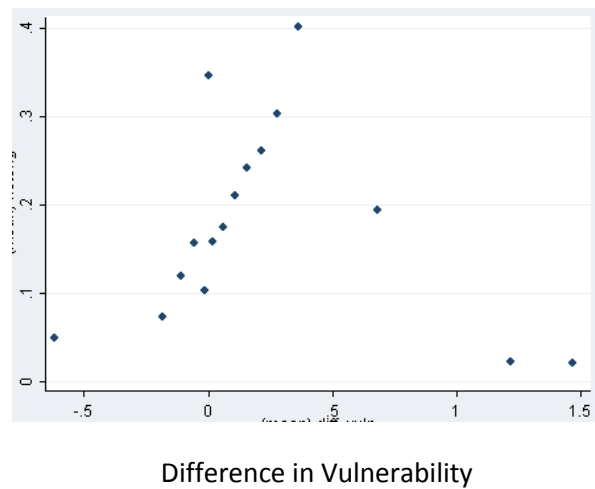
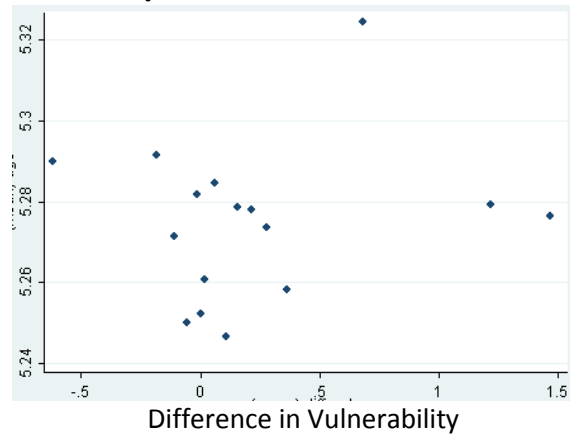


Figure 8: Average age by difference in vulnerability



The impact of full day kindergarten on number of students

As a way of demonstrating the RDD approach, we make an estimate of the impact of full day kindergarten on the number of kindergarten students in the school. (Note that this does not say anything about class size, since schools implementing full day kindergarten could have added classes.) The results are presented in Table 2. Column 1 reports the estimate made using only the difference in vulnerability. Column 2 adds the previous year's enrolment and the third column adds vulnerability as explanatory variables. Remarkably, the addition of these variables do not affect the estimates. Columns 4, 5 & 6 report estimates with varying bandwidths. Overall the analysis suggests an increase in the number of kindergarten students in FDK schools of 5 to 6.

In this case the fuzzy RDD is implemented as two-stage least squares. Specifically we constructed a variable equal to the vulnerability in the school, less the cut-off for that school district so that on the transformed variable the cut-off was zero for all districts. The estimates were made using Stata's IVREG function. The only instrument that is used is the discontinuity and the only explanatory variable was the difference in vulnerability. In this case no additional explanatory variables were included, but in general the only limit to adding explanatory variables is the number of degrees of freedom. Standard errors are part of the standard report from Stata's IVREG.

Table 2

	(1)	(2)	(3)	(4)	(5)	(6)
Enrolment due to FDK	6.6	6.0	5.9	5.9	4.0	5.3
t	2.7	2.5	2.4	1.93	1.2	1.4
Difference in Vulnerability	✓	✓	✓	✓	✓	✓
Baseline enrolment		✓	✓	✓	✓	✓
Vulnerability			✓	✓	✓	✓
Bandwidth				±.2	±.1	±.05
n	850	850	850	612	377	205

If we look at a simple difference in means, we can see that the 2009/10 to 2010/2011 change in enrolment was higher by 2.4 in the 187 schools just above (.05) the cut-off compared with the 190 schools just below. This suggests that the implementation of full day kindergarten increased class size. Over the same range, the percentage of students in full day kindergarten increased from 48% to 87%. This implies that the impact of full day kindergarten on the number of students in those schools was 6.3 students.

Conclusion

Because BC provided full day kindergarten first to schools with the most vulnerable students, as measured by the early development instrument, BC is in a position to make estimates of the impact of full day kindergarten that can be shown to be unbiased.

We have seen that implementation was not strictly governed by vulnerability of students as measured by the EDI, but there was an increase in the probability of a school being funded for full day kindergarten by 39 percentage points as the threshold was crossed. The magnitude of this difference indicates that fuzzy RDD is likely to yield interesting information on the effect of this important social policy on a range of outcomes. We illustrated the method by making estimates of the impact of full day kindergarten on the size of the kindergarten class. We found that schools that implemented full day kindergarten increased their kindergarten grade size more between 2009 and 2010 than schools that did not implement full day kindergarten. Systematic differences between the additional students and the existing students could have introduced bias. We implemented four tests for bias, but found no evidence of differences in the average age, percent with English as their home language, percent Aboriginal or percent ESL associated with the implementation of FDK.

The work to date indicates that this method of evaluation, made possible by BC's method of implementation, will permit BC to make the world's first large scale unbiased estimates of the impacts of FDK.

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GENERAL SERVICE AGREEMENT

CONTRACT NO C12/3915

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THIS AGREEMENT is dated for reference the 15 day of January, 2012.

BETWEEN:

Starfish Ventures Inc (the "Contractor") with the following specified address and fax number:
1764 Lulie St
Victoria BC V8R 5W6
sejinremyjordan@gmail.com

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Ministry of Educaiton (the "Province") with the following specified address and fax number:
4th Floor 620 Superior St
PO Box 9887
Victoria BC V8W 9T6
250-387-6315
Roderick.Allen@gov.bc.ca

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 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 may include 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, plus any applicable taxes; and
 - (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.
- 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 apply for and, immediately on receipt, remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

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, if 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, if 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, if 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 embargo
- if 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 *Commercial 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 case 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


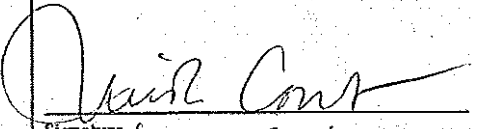
14.1 In this Agreement:

- (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 <u>22</u> day of <u>Feb</u>, 201<u>2</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Eric Jordan</u></p> <p>Print Name(s)</p> <p><u>CEO</u></p> <p>Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Nicole Couture</u></p> <p>Print Name</p> <p><u>Manager</u></p> <p>Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on January 15, 2012 and ends on June 30, 2012.

PART 2. SERVICES:

1.2 Description of Work

The Contractor will provide the following services to the satisfaction of the Province, under the direction of the Contract Manager, Rod Allen, Ministry of Education (the "Ministry") including but not limited to the following:

- Attend and participate in strategic planning sessions with Ministry staff and others.
- Attend and participate, as a member, to the Teacher Quality Steering Committee meetings.
- Research and gather information to assess the impact of classroom based technology on student learning and student engagement.
- Meet with district officials, business community, postsecondary institution and educational stakeholders to gather information.
- Provide expert advice on the impact of using technology in schools and recommendations on implementation strategies.

1.3 Deliverables:

- On or before May 31, 2012, provide findings, recommendations and conclusions.
- On or before May 31, 2012, present above findings to Ministry staff and others.
- Verbal Briefings as required.
- On or before May 31, 2012, provide input and feedback on policy statement development and opening meeting statements;
- Identification of issues requiring further attention that arise from meetings;
- Provide expert advice on the impact various models that will be contemplated would have on the education system.

PART 3. RELATED DOCUMENTATION:

Not applicable

PART 4. KEY PERSONNEL:

Not applicable

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$ 24,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

Daily Rate

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

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from 1764 Lulie St, Victoria BC on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement the Contractor must deliver to the Province on a date after the Billing Period a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period, for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable;
- (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 our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, 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 us as required to obtain the discount.

6. HARMONIZED SALES TAX:

Within 30 days of our receipt and approval of your written statement of account, we will pay you the fees (plus any applicable taxes) and expenses claimed in the statement, if they are in accordance with this Schedule. Statements of account offering an early payment discount may be paid by us 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), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with 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

Definitions

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

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

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

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

Integrity of Information

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

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

Documentation of changes to processes

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

Notice of security breaches

13. If Contractor becomes aware that:

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

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

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

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

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

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

Termination of Agreement

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

Interpretation

19. In this Schedule, unless otherwise specified:

- (a) references to sections are to sections of this Schedule; and
- (b) references to appendices are to the appendices attached to this Schedule.

20. Any reference to the "Contractor" in this Schedule includes any Subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such Subcontractors comply with this Schedule.

21. The appendices attached to this Schedule are part of this Schedule.

22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
- (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractor
- the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

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

Verification of name, date of birth and address

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

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

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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



GENERAL SERVICE AGREEMENT

CONTRACT NO. C12/3520

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SCHEDULE G - SECURITY SCHEDULE.....	Not Applicable

THIS AGREEMENT is dated for reference the 9th day of January, 2012

BETWEEN:

Peter Dresher (the "Contractor") with the following specified address and telephone number:

10854 Cherry Lane
Delta, BC V4E 3L8

Telephone: 604-590-1296

Email: pdresher@dccnet.com

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Education

(the "Province") with the following specified address and fax number:

Governance and Legislation Branch
PO Box 9146
Victoria, BC V8W 9H1

Contact Person: Mary Shaw

Telephone: 250-217-8199

Email: Mary.Shaw@gov.bc.ca

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 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 may include 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, plus any applicable taxes; and
- (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.

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 apply for and, immediately on receipt, remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

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, if 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, if 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, if 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 *Commercial 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

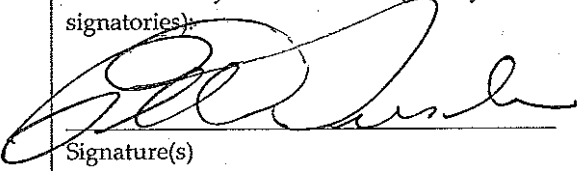
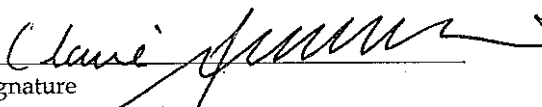
14.1 In this Agreement:

- (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 <u>3RD</u> day of <u>FEBRUARY</u> 20<u>12</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>PETER D'ESPOSITO</u></p> <p>Print Name(s)</p> <p><u>EDUCATION DEVELOPMENT</u></p> <p>Print Title(s) <u>CONSULTANT</u></p>	<p>SIGNED on the <u>10</u> day of <u>FEB.</u>, 20<u>12</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>CLAIRE AVISON</u></p> <p>Print Name</p> <p><u>ASSISTANT DEPUTY MINISTER</u></p> <p>Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on January 9, 2012 to February 28, 2012

PART 2. SERVICES:

1.1 Background:

Government has appointed Paul Straszak, President and CEO, Public Sector Employers' Council to lead the initial phase of consultation with the BC Teachers' Federation regarding the ruling of the Supreme Court of British Columbia on the *Education Services Collective Agreement Act* (Bill 27) and the *Public Education Flexibility and Choice Act* (Bill 28).

It is a Government priority to work with education partners to focus resources on meeting the needs of individual students as the Ministry moves towards personalized learning, while ensuring appropriate learning conditions in schools and proper support for teachers. The Supreme Court has given government twelve months to reach a negotiated resolution.

In order for the consultations to be effective, the team needs the assistance of someone who understands how the various models that will be contemplated would affect the education system, to a very fine detail.

1.2 Description of Work

The Contractor will provide the following services to the satisfaction of the Province, under the direction of the Contract Manager, Claire Avison, Ministry of Education (the "Ministry") including but not limited to the following:

- Provide expert advice on how various models being contemplated would affect the education system.
- Review draft legislation.

1.3 Deliverables:

- On or before February 28, 2012, provide expert advice on how various models being contemplated would affect the education system.
- On or before February 28, 2012, provide advice about practicality and effectiveness of draft legislation.

CONTRACT MANAGER FOR THE PROVINCE:

Contract management, monitoring and invoice certification will be done by:

Mary Shaw

Telephone Number: 250-217-8199

E-mail: Mary.Shaw@gov.bc.ca

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Despite sections 2 and 3 of this Schedule, \$25,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES AND EXPENSES

Fees: at a rate of \$1,200.00 per day during the Term when the Contractor provides the Services to a maximum of \$24,000. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally. 7 hours being the equivalent of one day.

3. EXPENSES:

Expenses: the following expenses, less the Harmonized Sales Tax ("HST") component, to a maximum of \$1,000.00 will be paid to the Contractor with submission of receipts:

- a. Travel and meal expenses for travel greater than 32 kilometers away from Victoria, British Columbia on the same basis as the Province pays its Group II employees when they are on travel status (Appendix 1 to Schedule "B"); and
- b. The Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Any HST paid on expenses under this Agreement and not recoverable by the Contractor from the Government of Canada may be reimbursed by us.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for hours worked on each day during the Billing Period (each a "Billing Period"), the Contractor must deliver to the Province upon completion of the Services, 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 or copies of receipts attached, if available;
- (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: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, 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 us as required to obtain the discount.

TRAVEL EXPENSES FOR CONTRACTORS and COMMITTEE MEMBERS

(while on travel status within British Columbia) (Appendix 1 to Schedule 'B')

The following are the reimbursement limits for the specified allowable travel expenses. The Contractor or Committee Member must pay all expenses – direct billing to the Province is not allowed except under exceptional circumstances (where a special provision is made in the contract).

Original receipts should be submitted with the expense claim (when receipts are required). Legible photocopies of receipts will be accepted from Contractors only, if the Contractor requires the original for another purpose (e.g. to claim for HST credits).

Please keep in mind that as you will be doing work for the provincial government, and your expenses are being reimbursed by government, you must not be seen to be benefiting personally from the work, such as accepting travel loyalty program benefits.

For the purposes of this appendix, "Traveller" shall include contractors, and committee members appointed by the Ministry.

The Traveller must use the most economical mode of travel and be outside their headquarters area (32 km from home or where they ordinarily perform their services) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Where meals are not provided, the amounts that may be claimed for meals will be based on the applicable rate identified by your Ministry Coordinator or in contract Schedule 'B', either Group 1 or Group 2, as follows:

a) GROUP 1 RATE

Breakfast only	\$11.50	Claim if travel starts before 7:00AM or ends after 7:00AM
Lunch only	\$13.25	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$22.25	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$24.75	See above
Breakfast and dinner only	\$33.75	See above
Lunch and dinner only	\$35.50	See above
Full day	\$47.00	

b) GROUP 2 RATE

Breakfast only	\$22.00	Claim if travel starts before 7:00 AM or ends after 7:00AM
Lunch only	\$22.00	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$28.50	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$30.00	See above
Breakfast and dinner only	\$36.50	See above
Lunch and dinner only	\$36.50	See above
Full day	\$49.00	

2. Private Vehicle Use:

The private mileage allowance is \$0.50 per km (receipts are not required). This rate can be claimed when using a private vehicle for travel.

3. Taxi and Parking:

Taxi and parking charges may be reimbursed, at cost, with submission of receipts. Tips cannot be claimed.

4. Vehicle Rentals:

The cost of rented vehicles may be claimed, if required in order to perform the Services and approved by the Province.

The Traveller should use the Government of BC Corporate Supply Arrangements (CSAs) it has with:

- Avis Rent A Car Systems Inc.
- Thrifty, and Dollar Rent a Car, Inc,
- Budget Rent a Car of Canada Ltd.
- Enterprise Rent-A-Car Canada Ltd., and
- National Car Rental.

http://www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html

These CSAs entitle government and authorized Travellers to preferred rental rates. In advance of any rental, the Traveller shall request the Province provide an authorization letter for CSAs rate access and information on the CSA. Use other rental firms only if these firms cannot supply vehicles. Receipts and proof of payment are required.

Travellers may choose Personal Injury Insurance (PII or PAI) and Collision or Loss Damage Waivers (CDW or LDW) at their own option, but the ministry will not reimburse these costs.

Report all accidents to the rental agency and the ministry coordinator or contract manager within 24 hours.

5. Accommodation:

a) The maximum amounts that may be claimed for hotel/motel accommodation are on Page 2. Receipts and proof of payment are required.

b) Private lodging: \$30 per night may be claimed when private lodging is arranged. No receipt required.

6. Airfare:

Only economy airfare will be reimbursed. Passenger copy of air ticket or itinerary, and proof of payment are required.

7. Miscellaneous Expenses:

Cost of passenger and/or vehicle ferry travel and highway tolls and airport improvement fees can be claimed if supported by a receipt. Laundry, gratuities, portage and personal internet/phone calls cannot be claimed.

ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS and COMMITTEE MEMBERS

Daily hotel/motel accommodation stays will be reimbursed at cost, not to exceed the maximum rates by city as set out below. Only the single-person rate for a standard room will be reimbursed. Proof of government-related business may be required when booking to achieve discount rates.

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Vancouver	130	130	130	130	160	160	160	160	160	140	140	140
Burnaby	115	115	120	120	135	135	135	135	135	120	120	120
Coquitlam/Port Coquitlam	110	110	110	120	125	125	130	130	130	130	110	110
Delta	110	110	110	115	130	130	130	130	130	110	110	110
Langley	100	100	100	100	110	110	110	110	110	100	100	100
New Westminster	120	120	120	120	130	130	130	130	130	120	120	120
North Vancouver	110	110	110	110	130	130	130	130	130	110	110	110
Richmond	135	135	135	135	155	165	165	165	165	150	140	135
Surrey	100	100	100	100	110	110	110	110	100	100	100	100
White Rock	100	100	100	100	110	110	110	110	110	100	100	100
Victoria	100	100	100	100	140	140	140	140	140	100	100	100
Greater Victoria*	90	90	100	100	100	120	120	120	120	100	100	100
Castlegar	100	100	100	100	100	100	100	100	100	100	100	100
Cranbrook	90	90	90	90	100	100	100	100	100	90	90	90
Dawson Creek	110	110	115	115	115	115	120	120	115	115	115	115
Fort St John	120	120	120	120	120	120	120	120	120	120	120	120
Kamloops	90	90	90	90	105	105	105	105	105	90	90	90
Kelowna	100	100	100	100	110	110	115	115	115	105	100	100
Nanaimo	95	95	100	100	110	110	110	110	110	100	100	100
Nelson	90	90	90	90	90	90	100	100	100	90	90	90
Penticton	85	85	90	90	90	125	130	145	100	90	90	90
Prince George	100	100	100	100	100	100	100	100	100	100	100	100
Prince Rupert	95	95	95	95	110	110	110	110	110	110	95	95
Terrace	90	90	90	90	90	90	90	90	90	90	90	90
Vernon	90	90	90	90	90	100	100	100	100	90	90	90
Whistler	150	150	150	110	105	105	105	110	110	110	110	150
Other Cities Not Listed	90	90	90	90	95	95	95	95	95	95	90	90

*Central Saanich, Saanichton, Brentwood Bay, Langford, Colwood, Sidney, Saanich, Esquimalt, Oak Bay.



The Best Place on Earth

GENERAL SERVICE AGREEMENT

CONTRACT NO C12/3914

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BETWEEN:

Bendina Miller (the "Contractor") with the following specified address and fax number:

4890 Glen Eagle Drive
Fairmont Hot Springs, BC
V0B 1L1

Telephone Number: (250)345-4048
Email: bendina.miller@gmail.com

AND:

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

Learning Division
PO Box 9887, Stn Prov Govt,
Victoria BC V8W 9T6

Contact Person: Rod Allen
Telephone Number: 250-213-3000
Fax: 250 387-1470
Email: Roderick.Allen@gov.bc.ca

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 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 may include 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, plus any applicable taxes; and
- (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.

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.

- 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 apply for and, immediately on receipt, remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

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, if 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, if 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, if 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 *Commercial 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.

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:

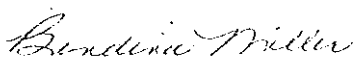
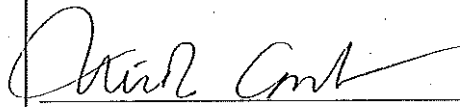
- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means 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 18 day of January, 2012 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature</p> <p><u>Bendina Miller</u></p> <p>Print Name</p> <p><u>Consultant</u></p> <p>Print Title</p>	<p>SIGNED on the <u>20</u> day of <u>January</u>, 2012 on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p>Print Name</p> <p>Print Title</p>
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PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on January 9, 2012 and ends on March 31, 2012.

PART 2. SERVICES:

Outputs

The Contractor will:

Produce a detailed research paper (the "paper") outlining the Vision, Rationale, Issues, and Recommendations to address the delivery of Personalized Learning to Students of British Columbia.

Inputs

The Contractor must:

- Conduct research on how the learning needs of each student in British Columbia can be effectively supported through Personalized Learning
- Conduct research on how to improve student services; focusing on improved learning outcomes for all students in British Columbia

Outcomes

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

Produce a paper that will include a Vision, Rationale, Issues, and Recommendations to address the Issues, and Quick Wins in the delivery of Personalized Learning to Students of British Columbia.

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

Reporting requirements

The paper must be submitted in a format pre-approved by the Province to Rod Allen, Superintendent, Learning Division, no later than March 31, 2012.

PART 3. RELATED DOCUMENTATION: Not applicable

1. MAXIMUM AMOUNT PAYABLE:

Despite sections 2 and 3 of this Schedule, \$25,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

- a) Fees are payable at a rate of \$800.00 per day (based on a day of 8 hours) for those days during the Term when the Contractor provides the Services to the satisfaction of the Province. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

3. EXPENSES:

- a) Travel expenses will be paid at the Group 2 rate as per attached Appendix I to Schedule "B". The most economical mode of travel must be used for any travel and the Ministry will only pay for travel expenses related to this Agreement.
- b) Telecommunication charges, courier, postage and other identifiable business expenses will only be paid at cost.

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, the Contractor must deliver to the Province on a date after the Billing Period, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable;
- (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:

Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, 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 us as required to obtain the discount.

Schedule C -- Approved Subcontractor(s)

Not applicable

Definitions

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

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with 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.

TRAVEL EXPENSES FOR CONTRACTORS AND COMMITTEE MEMBERS (While on travel status within British Columbia) (Appendix 1 to Schedule 'B')

The following are the reimbursement limits for the specified allowable travel expenses. The Contractor or Committee Member must pay all expenses – direct billing to the Province is not allowed except under exceptional circumstances (where a special provision is made in the contract).

Original receipts should be submitted with the expense claim (when receipts are required). Legible photocopies of receipts will be accepted from Contractors only, if the Contractor requires the original for another purpose (e.g. to claim for HST credits).

Please keep in mind that as you will be doing work for the provincial government, and your expenses are being reimbursed by government, you must not be seen to be benefiting personally from the work, such as accepting travel loyalty program benefits.

For the purposes of this appendix, "Traveller" shall include contractors, and committee members appointed by the Ministry.

The Traveller must use the most economical mode of travel and be outside their headquarters area (32 km from home or where they ordinarily perform their services) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Where meals are not provided, the amounts that may be claimed for meals will be based on the applicable rate identified by your Ministry Coordinator or in contract Schedule 'B', either Group 1 or Group 2, as follows:

a) GROUP 1 RATE

Breakfast only	\$11.50	Claim if travel starts before 7:00AM or ends after 7:00AM
Lunch only	\$13.25	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$22.25	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$24.75	See above
Breakfast and dinner only	\$33.75	See above
Lunch and dinner only	\$35.50	See above
Full day	\$47.00	

b) GROUP 2 RATE

Breakfast only	\$22.00	Claim if travel starts before 7:00 AM or ends after 7:00AM
Lunch only	\$22.00	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$28.50	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$30.00	See above
Breakfast and dinner only	\$36.50	See above
Lunch and dinner only	\$36.50	See above
Full day	\$49.00	

2. Private Vehicle Use:

The private mileage allowance is \$0.50 per km (receipts are not required). This rate can be claimed when using a private vehicle for travel.

3. Taxi and Parking:

Taxi and parking charges may be reimbursed, at cost, with submission of receipts. Tips cannot be claimed.

4. Vehicle Rentals:

The cost of rented vehicles may be claimed, if required in order to perform the Services and approved by the Province.

The Traveller should use the Government of BC Corporate Supply Arrangements (CSAs) it has with:

- Avis Rent A Car Systems Inc.
- Thrifty, and Dollar Rent a Car, Inc.
- Budget Rent a Car of Canada Ltd.
- Enterprise Rent-A-Car Canada Ltd., and
- National Car Rental.

http://www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html

These CSAs entitle government and authorized Travellers to preferred rental rates. In advance of any rental, the Traveller shall request the Province provide an authorization letter for CSAs rate access and information on the CSA. Use other rental firms only if these firms cannot supply vehicles. Receipts and proof of payment are required.

Travellers may choose Personal Injury Insurance (PII or PAI) and Collision or Loss Damage Waivers (CDW or LDW) at their own option, but the ministry will not reimburse these costs.

Report all accidents to the rental agency and the ministry coordinator or contract manager within 24 hours.

5. Accommodation:

a) The maximum amounts that may be claimed for hotel/motel accommodation are on Page 2. Receipts and proof of payment are required.

b) Private lodging: \$30 per night may be claimed when private lodging is arranged. No receipt required.

c) The Traveler should use the Government of BC Corporate Supply Arrangements (CSAs) provided in the link below.

<http://csa.pss.gov.bc.ca/businesstravel/>

6. Airfare:

Only economy airfare will be reimbursed. Passenger copy of air ticket or itinerary, and proof of payment are required.

7. Miscellaneous Expenses:

Cost of passenger and/or vehicle ferry travel and highway tolls and airport improvement fees can be claimed if supported by a receipt. Laundry, gratuities, portage and personal internet/phone calls cannot be claimed.



Contract #C12/2057

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF EDUCATION**

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 6th day of March, 2012

BETWEEN:

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

OF THE FIRST PART

AND:

British Columbia School Superintendent Association
208 -- 1118 Homer Street
Vancouver, BC V6B 5L5
(the "Recipient")

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1 - APPOINTMENT

- 1.01 The Province retains the Recipient to provide the services (the "Services") during the term (the "Term"), both described in Schedule "A".

SECTION 2 - PAYMENT OF A FINANCIAL CONTRIBUTION

- 2.01 Subject to the provisions of this Agreement, the Province will provide the Recipient with a financial contribution (the "Financial Contribution"), in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 2.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution" by the Province to the Recipient 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 Recipient 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.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

- 3.01. The Recipient 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;
 - (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;
- 3.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient 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 Recipient under this Agreement.
- 3.03 All representations, warranties, covenants and Agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Recipient are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 4 - RELATIONSHIP

- 4.01 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.
- 4.02 The Recipient will be an independent contractor and not the servant, employee or agent of the Province;
- 4.03 The Recipient will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 4.04 The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient 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.

SECTION 5 - RECIPIENT'S OBLIGATIONS

- 5.01 The Recipient will:
- (a) carry out the Services 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 Financial Contribution provided under this Agreement;
 - (c) comply with all applicable laws;
 - (d) hire and retain only qualified staff;
 - (e) without limiting the provisions of subparagraph (c) of paragraph 5.01, carry out criminal record checks as required by the *Criminal Records Review Act*, in accordance with Schedule "D", if attached to this Agreement; and
 - (f) Unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services.
 - (g) Subject to obtaining the prior written approval of the Province concerning form, content and location, the Recipient may post signs acknowledging the Province's participation in the Services.

SECTION 6 - RECORDS

- 6.01 The Recipient will:
- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, 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 in form and content satisfactory to the province; and
 - (c) permit the Province at any time or times during normal business hours, to copy or audit, or both, any or all of the books of account and records (including original supporting documents) referred to in subparagraphs (a) and (b) of this paragraph.
- 6.02 The Recipient will not, without the express written consent of the Province, dispose of any time records, books of account, invoices, receipts or vouchers relevant to this Agreement.

SECTION 7 - STATEMENTS AND ACCOUNTING

- 7.01 Within 1 month of being requested to do so by the Province, the Recipient will:
- (a) provide to the Province a statement documenting the expenditure of the Financial Contribution under this Agreement in form and content satisfactory to the Province; and
 - (c) complete and submit to the Province Federal-Provincial cost sharing forms, where applicable.
- 7.02 At the sole option of the Province, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term shall be:
- (a) returned by the Recipient to the Minister of Finance;
 - (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
 - (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

SECTION 8 - REPORTS

- 8.01 Upon the Province's request, the Recipient will:
- (a) in a timely manner, fully inform the Province of the work completed and remaining to be done by the Recipient under this Agreement, and
 - (b) permit the Province at all reasonable times to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or diskettes), whether complete or not, that is produced or otherwise acquired by the Recipient as a result of this Agreement (collectively, the "Material").

SECTION 9 - CONFLICT OF INTEREST

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

SECTION 10 - CONFIDENTIALITY

- 10.01 The Recipient will treat as confidential all information or material supplied to or obtained by the Recipient, or any sub-contractor, as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law including *the Freedom of Information and Protection of Privacy Act*, permit its disclosure except to the extent that such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

SECTION 11 - DEFAULT

- 11.01 Any of the following events will constitute an Event of Default, namely:
- (a) the Recipient fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;

- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;
- (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act* (Canada) is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed; or
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 12 - TERMINATION

12.01 Upon the occurrence of any Event of Default 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 12.03 of this Agreement will discharge the Province of all liability to the Recipient 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 Recipient while the Event of Default continues;
- (d) waive the Event of Default;
- (e) pursue any other remedy available at law or in equity.

12.02 The Province may also, at its option, either:

- (a) terminate this Agreement on 30 days' written notice, or
- (b) terminate this Agreement immediately if the Province determines that the Recipient's failure to comply places the health or safety of any person receiving the Services at immediate risk,

and in either case, the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement.

12.03 Where this Agreement is terminated before 100% completion of the Services, the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

SECTION 13 - DISPUTE RESOLUTION

13.01 All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

SECTION 14 - INSURANCE AND INDEMNITY

14.01 During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule "C", if any, which may be amended from time to time at the sole discretion of the Province.

14.02 Without limiting the provisions of subparagraph (c) of paragraph 5.01, the Recipient will comply with the Workers' Compensation Legislation for the Province of British Columbia.

- 14.03 The Recipient will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or 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 Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 15 - ASSIGNMENT AND SUB-CONTRACTING

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

SECTION 16 - OWNERSHIP AND COPYRIGHT

- 16.01 Copyright in the Material will be the exclusive property of the Province and, at the request of the Province, the Recipient will provide documents confirming the vesting of copyright in the Province.
- 16.02 The Recipient acknowledges and agrees that the Province exclusively owns:
- (a) all documents received by the Recipient from the Province as a result of this Agreement, including findings, software, data, specifications, drawings, reports, and documents, and
 - (b) any property that is provided by the Province to the Recipient for the purposes of this Agreement, unless the Province has indicated in writing that the property provided is to be owned by the Recipient.
- (the documents and property referred to in subparagraphs (a) and (b) collectively referred to as the "Province's Property").
- 16.03 The Recipient will deliver the Material and the Province's Property forthwith following the expiration or sooner termination of this Agreement; provided that the Province may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Recipient requesting delivery by the Recipient to the Province of any or all of the Material and Province's Property, in which event the Recipient will forthwith comply with that request.
- 16.04 If the Recipient is a person, or a sole proprietorship, the Recipient warrants that the Recipient is the only person who has or will have moral rights in the Material and the Recipient hereby waives in favour of the Province all of the Recipient's moral rights, as provided for in the law of copyright, in the Material produced by the Recipient, and upon that Material coming into existence, the Recipient agrees to execute documents provided by the Province acknowledging the waiver of the Recipient's moral rights in such Material.
- 16.05 If the Recipient is a corporation, professional association, or joint venture, the Recipient will cause any of its employees, sub-contractors, partners, or members as the case may be, who have moral rights in the Material to execute a waiver of moral rights on any form of waiver provided by the Province, and to forward the waiver to the Province.

SECTION 17 - OTHER FUNDING

- 17.01 If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof.

SECTION 18 - NOTICES

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

**Ministry of Education
Achievement Division
PO Box 9187
STN PROV GOVT
Victoria, BC V8W 9H3**

**Phone: 250.217.7002
Alison.Sidow@gov.bc.ca**

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

**British Columbia School Superintendent Association
208 – 1118 Homer Street
Vancouver, BC V6B 5L5**

- 18.03 Any written communication from either party will be deemed to have been received by the other party on the third business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed;
- 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 Recipient 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 Recipient.
- 19.02 The written waiver by the Province or any breach by the Recipient 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 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 2.02, 4.03, 6.01, 7.02, 8.01, 10.01, 12.03, 14.03, 16.01 to 16.05, 18.01 to 18.04 and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 22 - MISCELLANEOUS

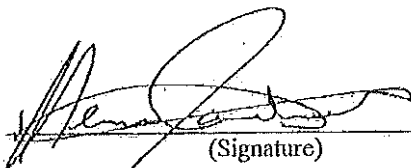
- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this 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 Services that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 Where the Recipient is a corporation, the Recipient warrants that the signatory has been duly authorized by the Recipient to execute this Agreement without corporate seal on behalf of the Recipient.
- 22.07 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.
- 22.08 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.

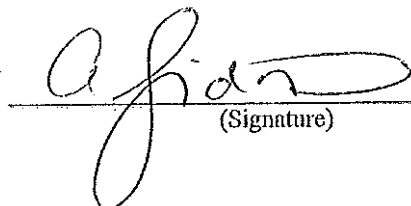
SIGNED AND DELIVERED by the
Recipient or an Authorized Representative of
the Recipient.

STEVE CARDWELL
(Print Name of Recipient or Authorized
Representative)


(Signature)

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

Alison Sidow
(Print Name of Authorized Representative)


(Signature)

Schedule A

SERVICES

In consideration of the receipt of these funds, the Recipient will:

- a) Facilitate and coordinate the British Columbia School Superintendent Association (BCSSA) conference held on November 15 and 16, 2012 in Vancouver, British Columbia;
- b) Arrange and pay for the venue and any costs associated with the conference;
- c) Facilitate and coordinate the guest speakers who will be selected in consultation with Ministry executive;
- d) Ensure a minimum of twelve (12) complimentary conference registrations are allocated for Ministry staff;
- e) Awarded funds will also be used to cover the all cost associated with these guest speakers coming to Victoria, BC to meet with Ministry staff;
- f) As a condition of assistance, please acknowledge the Ministry on all written materials relating to the conference. Either, listed as a Sponsor or using the following acknowledgment: *"We gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of Education."*

Term of the agreement: Beginning on March 6, 2012 and ending on November 16, 2012.

SCHEDULE "B"
Financial Contribution

1. The Province agrees to provide a Financial Contribution to the Recipient in the amount of \$50,000.00 for the provision of the Services during the Term of the Agreement, both described in Schedule "A".
2. Funds contributed under this Agreement will be expended by the Recipient only in connection with the only for the purposes of this Agreement in accordance with any conditions set out in this Agreement. The Province will initiate payments as set out below:
 - a) Upon execution of this agreement \$50,000.00
3. The funds received hereunder shall be used only in connection with this Conference held on November 15 and 16, 2012 in Vancouver, British Columbia.
4. In accordance with paragraphs 2.03 and 2.04 of the Agreement, all such refunds or remissions obtained by the Recipient must be applied to the provision of the Services set out in Schedule "A" or performance of any other obligation of the Recipient under this Agreement in respect of those services.



GENERAL SERVICE AGREEMENT

CONTRACT NO C12/2051

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THIS AGREEMENT is dated for reference the 1st day of February 2012.

BETWEEN:

Society for the Promotion of Social and Academic Success for All Students (the "Contractor") with the following specified address and fax number:

1 Renaissance Sq. 907
New Westminster, BC V3M 0B6

Contact Person: Kathy Champion
Telephone Number: (604) 668-6000
Fax: (604) 668-6161

AND:

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

Diversity and Equity Branch
Learning Division
PO Box 9158, Stn Prov Govt,
Victoria BC V8W 9H1

Contact Person: Nell Ross
Telephone Number: (250) 888-3733
Fax: (250) 356-6161

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 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 may include 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, plus any applicable taxes; and
 - (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.
- 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 apply for and, immediately on receipt, remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

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, if 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, if 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, if 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 *Commercial 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 18 day of January, 2012 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>Kathleen Champion</u></p> <p>Signature</p> <p><u>Kathleen Champion</u></p> <p>Print Name</p> <p><u>Director of Instruction</u></p> <p>Print Title</p>	<p>SIGNED on the ____ day of ____, 2012 on behalf of the Province by its duly authorized representative:</p> <p><u>Bill Standeven</u></p> <p>Signature</p> <p><u>BILL STANDEVEN</u></p> <p>Print Name</p> <p><u>Manager, Diversity & Equity</u></p> <p>Print Title</p>
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General Overview

Research evidence indicates that Positive Behaviour Support (PBS) helps schools create a predictable environment for teaching and learning -- an environment in which all students learn to cooperate and the likelihood of social and academic success for all students is increased.

Society for the Promotion of Social and Academic Success for All Students has to date provided professional development related to Positive Behaviour Support to professional personnel in 34 of the British Columbia's 60 school districts spanning 7 of the 8 regions in the Province. This includes SDs 22, 23, 28, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 50, 52, 53, 57, 59, 60, 61, 64, 67, 68, 69, 70, 72, 73, 79, 82, 91, and 93. In addition, the *Society* currently provides active support to school and district teams in 14 school districts, and as well has provided district leadership team and advanced coaches' trainings throughout the Province over the past three years.

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on February 1, 2012 and ends on December 31, 2012.

PART 2. SERVICES:

The Contractor will provide to the Province, the following Services:

Project Management/Consultation and Professional Training Services – (training to be delivered in all regions of the province) to increase leadership and support capacity among school/school district administrators and school/school district specialists in Positive Behaviour Support.

As part of the British Columbia school system's 21st Century Learning transformation and focus on personalized learning, i.e., BC's EDUCATION PLAN:

- the training will provide school and district administrators and specialists with a framework and tools for organizing school efforts (both operational and educational) to support student development in the area of personal and social responsibility, i.e., social skill competence/social-emotional learning, by providing critical social and academic supports to help students achieve success at school and beyond

Project Details

- Phase 1 (February 1, 2012 to February 15, 2012) Program Development/Planning
- Phase 2 (February 16, 2012 to March 15, 2012) Program Implementation Plan

It is understood that Ministry of Education will be a member of the Provincial Leadership Team, and once the Program Implementation Plan is approved, funds flowing to *The Society* will be used to implement the approved plan.

PART 3. RELATED DOCUMENTATION: Not applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Kent McIntosh
 - (b) Don Chapman
 - (c) Kathy Champion

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Despite sections 2 and 3 of this Schedule, \$100,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

Fees will be payable to the Contractor in the fulfillment of the obligations under this Agreement as follows:

- a) \$50,000 upon execution of this agreement and completion of Phase 1 – *Program Development/Planning*
- b) \$50,000 on or before March 15, 2012, and upon completion of Phase 2 – *Program Implementation Plan*
- c) On or before December 31, 2012, submission of a final Project Report documenting, at minimum, a count of sessions delivered, counts of implementing schools, counts of coaches developed, and describing of fidelity of implementation measures, and reports of Program effect, i.e., extent to which leadership and support capacity among school/school district administrators and school/school district specialists in Positive Behaviour Support has increased.

3. EXPENSES:

Expenses: None

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, the Contractor must deliver to the Province on a date after the Billing Period, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable;
- (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:

Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, 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 us as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

The Province has approved the following three subcontractors to work on this project:

Kent McIntosh
Associate Professor
University of British Columbia

Don Chapman
D. Chapman Consulting Ltd.

Kathy Champion
Director of Instruction – Early Learning
School District No. 38 (Richmond)

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with 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.

APPENDIX "1"

ASSIGNMENT OF COPYRIGHT

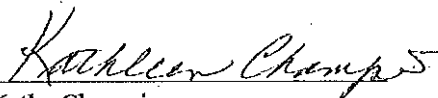
CONTRACT NO. C12/2051

I, Kathy Champion, of *Society for the Promotion of Social and Academic Success for All*, the Contractor, in an Agreement dated February 1, 2012, with HER MAJESTY THE QUEEN in Right of the Province of British Columbia as represented by the Minister of Education (the "Province"), in consideration of the sum of up to \$100,000.00 payable pursuant to the Agreement set out above, do hereby assign to the Province, all of my rights in the copyright in the Material described in the Agreement and submitted with this assignment.

Executed at Victoria, British Columbia, this _____ day of _____, 2012

SIGNED BY THE Contractor in the presence of:

Witness

)
)
)
)
)
)
)
)

Kathy Champion
Signature of Contractor

PROVINCE OF BRITISH COLUMBIA
MINISTRY OF EDUCATION

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 1st day of April, 2012

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Education

(the "Province")

OF THE FIRST PART

AND:

THE VIRTUAL SCHOOL SOCIETY
#222 - 645 Fort Street
Victoria BC V8W 1G2
(the "Recipient")

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1 - APPOINTMENT

- 1.01 The Province retains the Recipient to provide the services (the "Services") during the term (the "Term"), both described in Schedule "A".

SECTION 2 - PAYMENT OF A FINANCIAL CONTRIBUTION

- 2.01 Subject to the provisions of this Agreement, the Province will provide the Recipient with a financial contribution (the "Financial Contribution"), in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 2.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution" by the Province to the Recipient 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 Recipient 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.
- 2.03 The Recipient must:
- (a) apply for any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement (the "Refund"), and
 - (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule "B" to this Agreement.
- 2.04 Paragraph 2.03 continues in force indefinitely, even after this Agreement expires or is terminated.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

- 3.01. The Recipient 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;
 - (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;
- 3.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient 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 Recipient under this Agreement.
- 3.03 All representations, warranties, covenants and Agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Recipient are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 4 - RELATIONSHIP

- 4.01 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.
- 4.02 The Recipient will be an independent contractor and not the servant, employee or agent of the Province:
- 4.03 The Recipient will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 4.04 The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient 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.

SECTION 5 - RECIPIENT'S OBLIGATIONS

- 5.01 The Recipient will:
- (a) carry out the Services 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 Financial Contribution provided under this Agreement;
 - (c) comply with all applicable laws;
 - (d) hire and retain only qualified staff;
 - (e) without limiting the provisions of subparagraph (c) of paragraph 5.01, carry out criminal record checks as required by the *Criminal Records Review Act*, in accordance with Schedule "D", if attached to this Agreement; and
 - (f) Unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services.
 - (g) co-operate with the Province in making such public announcements regarding the Services and the details of this Agreement as the Province requests; and
 - (h) acknowledge the financial contribution made by the Province to the Recipient for the Services 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 Ministry of Education."

SECTION 6 - RECORDS

- 6.01 The Recipient will:
- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, 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 in form and content satisfactory to the province; and
 - (c) permit the Province at any time or times during normal business hours, to copy or audit, or both, any or all of the books of account and records (including original supporting documents) referred to in sub-paragraphs (a) and (b) of this paragraph.
- 6.02 The Recipient will not, without the express written consent of the Province, dispose of any time records, books of account, invoices, receipts or vouchers relevant to this Agreement.

SECTION 7 - STATEMENTS AND ACCOUNTING

- 7.01 Within 3 months of being requested to do so by the Province, the Recipient will:
- (a) provide to the Province, audited financial statement(s) for the Recipient's last fiscal year, covering the term of this Agreement;
- 7.02 At the sole option of the Province, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term shall be:
- (a) returned by the Recipient to the Minister of Finance;
 - (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
 - (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

SECTION 8 - REPORTS

- 8.01 Upon the Province's request, the Recipient will:
- (a) in a timely manner, fully inform the Province of the work completed and remaining to be done by the Recipient under this Agreement, and
 - (b) permit the Province at all reasonable times to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or diskettes), whether complete or not, that is produced or otherwise acquired by the Recipient as a result of this Agreement (collectively, the "Material").

SECTION 9 - CONFLICT OF INTEREST

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

SECTION 10 - CONFIDENTIALITY

- 10.01 The Recipient will treat as confidential all information or material supplied to or obtained by the Recipient, or any sub-contractor, as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law including *the Freedom of Information and Protection of Privacy Act*, permit its disclosure except to the extent that such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

SECTION 11 - DEFAULT

11.01 Any of the following events will constitute an Event of Default, namely:

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;
- (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act* (Canada) is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed; or
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 12 - TERMINATION

12.01 Upon the occurrence of any Event of Default 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 12.03 of this Agreement will discharge the Province of all liability to the Recipient 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 Recipient while the Event of Default continues;
- (d) waive the Event of Default;
- (e) pursue any other remedy available at law or in equity.

12.02 The Province may also, at its option, either:

- (a) terminate this Agreement on 30 days' written notice, or
- (b) terminate this Agreement immediately if the Province determines that the Recipient's failure to comply places the health or safety of any person receiving the Services at immediate risk,

and in either case, the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement.

12.03 Where this Agreement is terminated before 100% completion of the Services, the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

SECTION 13 - DISPUTE RESOLUTION

13.01 All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

SECTION 14 - INSURANCE AND INDEMNITY

- 14.01 During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule "C", if any, which may be amended from time to time at the sole discretion of the Province.
- 14.02 Without limiting the provisions of subparagraph (c) of paragraph 5.01, the Recipient will comply with the Workers' Compensation Legislation for the Province of British Columbia.
- 14.03 The Recipient will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or 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 Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 15 - ASSIGNMENT AND SUB-CONTRACTING

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

SECTION 16 - OTHER FUNDING

- 16.01 If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof.

SECTION 17 - NOTICES

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

*Renate Butterfield, Assistant Deputy Minister
Business Technology & Online Services Division
Ministry of Education
PO Box 9132, Stn Prov Govt
Victoria BC V8W 9B5*

Phone: (250) 387-7097

Email: Renate.Butterfield@gov.bc.ca

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

*Gordon Milne, President
The Virtual School Society
#222-645 Fort Street
Victoria BC V8W 1G2*

Phone: (250) 940-1140

Email: Gordon.Milne@vssociety.ca

- 17.03 Any written communication from either party will be deemed to have been received by the other party on the third business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed;
- 17.04 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 18 - NON-WAIVER

- 18.01 No term or condition of this Agreement and no breach by the Recipient 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 Recipient;
- 18.02 The written waiver by the Province or any breach by the Recipient 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 19 - ENTIRE AGREEMENT

- 19.01 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 20 - SURVIVAL OF PROVISIONS

- 20.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 2.02, 4.03, 6.01, 7.02, 8.01, 10.01, 12.03, 14.03, 17.01 to 17.04, and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 21 - MISCELLANEOUS

- 21.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 21.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 21.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 21.04 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.
- 21.05 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 Services that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 21.06 Where the Recipient is a corporation, the Recipient warrants that the signatory has been duly authorized by the Recipient to execute this Agreement without corporate seal on behalf of the Recipient.
- 21.07 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.
- 21.08 For the purpose of paragraphs 21.09 and 21.10, 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".

21.09 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.

21.10 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
Recipient or an Authorized Representative of
the Recipient.

GORDON D. MILNE

(Gordon Milne)

(Signature)

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

(Renate Butterfield)

(Signature)

SCHEDULE A

BACKGROUND

The BC Government announced the creation of a BC Virtual School in the 2006 Throne Speech. The BC Virtual School, operating the LearnNowBC.ca website portal is an alliance of distributed learning providers in BC's K-12 education system.

The LearnNowBC website portal was launched in October 2006 as a means of providing students with access to educational choice, flexible options and services that directly supports their achievement. Helping students find courses and schedules that align with their needs and lifestyles in one way that LearnNowBC adds value to the K-12 education system.

The Virtual School Society's purpose is to:

- Enhance the achievement of students through distributed learning.
- Make British Columbia a leader in online educational programs.
- Promote distributed learning in British Columbia.

The goal of the Virtual School Society is to continue to expand services available for K-12 students as well as for parents and educators by continually updating offerings for the LearnNowBC.ca users.

SERVICES

In support of the Minister of Education's agreement for delivery of distributed learning with boards of education, the Province will provide a financial contribution to the Recipient to provide the following services to the satisfaction of the Province. Under this agreement, Renate Butterfield, Assistance Deputy Ministry (ADM), Business Technology & Online Services Division, Ministry of Education, will represent the Province.

The Recipient will:

1. Continue to provide for base operations on LearnNowBC.ca (including but not limited to Academic and Career Advising , Distributed Learning Course Finder, and Daily Physical Activity Tracker {Student and Educator});
2. Continue to provide and maintain Elluminate province-wide license on www.LearnNowBC.ca.
3. Continue to provide the Study Center offering tutoring series for the students of British Columbia on www.LearnNowBC.ca.
4. Provide a representative to with the designated Ministry contact on a monthly basis to communicate and discuss the ongoing operations of the LearnNowBC website portal, trends and opportunities.
5. Submit to the Province a series of statistics reports of the Services provided on the LearnNowBC site, showing month-over-month trend data highlighting anomalies. Statistics Reports to be submitted to the Province on or before the 30th day of each month for the preceding month providing the following detail:

<u>LearnNowBC</u> Itemize to include:	<u>Daily Physical Activity (DPA)</u> Itemize to include:
<ul style="list-style-type: none">• The number of students accessing the service.• The number of educators accessing the service.• The number of parents accessing the service.	<ul style="list-style-type: none">• The number of schools.• Number of students DPA logs and number of activities.
	Further detail must be available by students and school should the ministry request this information.

<p><u>Study Center (Tutoring) Itemize to include:</u></p> <ul style="list-style-type: none"> • One to One online tutoring. • Success Checker (Self Assessment). • Charged up for Math and Science (Streaming video). <p>Where possible show aggregate data according to individual course and supports.</p>	<p><u>Course Finder Detail Itemize to include:</u></p> <ul style="list-style-type: none"> • Number of views for course finder and detail • A supplemental report to the number of enrolments that have been processed through the LearnNowBC site.
<p><u>Educator Network Itemize to include:</u></p> <ul style="list-style-type: none"> • Professional Development. • Elluminate Usage and Cyber Safety. 	<p><u>Parent Information Network Itemize to include:</u></p> <ul style="list-style-type: none"> • Number of parents accessing the site by service or information section.
<p><u>Early Learning Itemize to include:</u></p> <ul style="list-style-type: none"> • Usage by Professional Development. • Forum usage. 	<p><u>Elluminate Usage - Meeting and Attendees Itemize to include:</u></p> <ul style="list-style-type: none"> • Usage by Room, Attendee and Recordings
<p><u>ActiveWorld – Itemize to include:</u></p> <ul style="list-style-type: none"> • Provide hosting and technical support for the BC Nexus pilot project 	<p><u>CEET Moodle Meets –</u></p> <ul style="list-style-type: none"> • Provide hosting and technical support for Moodle Meets on LearnNowBC

6. The Ministry may require additional information and statistics from the Recipient if and when requested.
7. The Recipient will negotiate for annual portal operational maintenance activities (on or before the end of June 2012), for tutoring series (on or before the end of June 2012), and for annual province-wide Elluminate Live! Blackboard/Collaborate license on or before September 14, 2012.
8. The Recipient will submit the Province, on or before August 31, 2012, a Final Statistics Report for statistics from April 1, 2011 to August 31, 2012 along with a detail of receipt and expenditure of the Financial Contribution.

Term of the agreement: Beginning on April 1, 2012 and ending on September 14, 2012

SCHEDULE "B"
Financial Contribution

1. The Province agrees to provide a Financial Contribution to the Recipient in the amount of **\$1,254,148.00** for the provision of the Services during the Term of the Agreement, both described in Schedule "A".
2. Funds contributed under this Agreement will be expended by the Recipient only for the purposes of this Agreement in accordance with any conditions set out in this Agreement. The Province will initiate payments as set out below:

• Upon execution of this agreement	\$804,148.00
o Elluminate License 2012 April	\$224,000
o Elluminate License 2012 June	\$131,000
o Monthly Operating Costs April to June 2012	\$449,148
▪ Tutoring	
▪ Advising	
▪ Daily Physical Activity	
▪ Support Desk	
▪ Application Maintenance and Development	
▪ Facilities	

• On or before May 31, 2012	\$450,000.00
o Monthly Operating Costs July to September 2012	\$450,000
▪ Tutoring	
▪ Advising	
▪ Daily Physical Activity	
▪ Support Desk	
▪ Application Maintenance and Development	
▪ Facilities	

- c) On or before the 30th of each month for the preceding month, and subject to receipt and approval, submission of the remaining monthly Statistics Reports (April 2012, May 2012, June 2012, July 2012, Sept 2012) and a Final Statistics report for April 1, 2012 to September 14, 2012, along with a full accounting of the receipt and expenditure of the financial contribution.

3. In accordance with paragraphs 2.03 and 2.04 of the Agreement, all such refunds or remissions obtained by the Recipient must be applied to the provision of the Services set out in Schedule "A" or performance of any other obligation of the Recipient under this Agreement in respect of those services.



GENERAL SERVICE AGREEMENT

CONTRACT NO. C12/3519

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THIS AGREEMENT is dated for reference the 23rd day of January, 2012

BETWEEN:

BRITISH COLUMBIA COUNCIL FOR INTERNATIONAL EDUCATION (the "Contractor") with the following specified address and telephone number:

Suite 603, 409 Granville Street
Vancouver, BC V6C 1T2

Telephone: 604-637-6766
Fax: 604-637-6765
Email: bccie@bccie.bc.ca

AND:

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

Governance and Legislation Branch
PO Box 9146
Victoria, BC V8W 9H1

Contact Person: Kerry Pridmore
Telephone: 250-507-1485
Email: Kerry.Pridmore@gov.bc.ca

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 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 may include 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, plus any applicable taxes; and
 - (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.
- 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 apply for and, immediately on receipt, remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

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, if 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, if 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, if 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 *Commercial 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

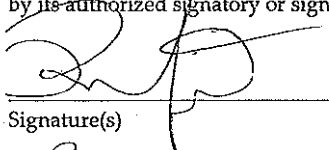
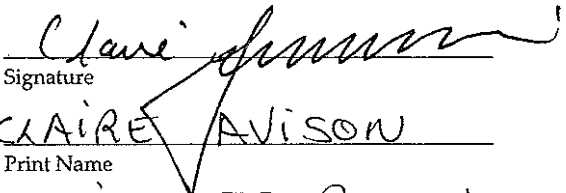
14.1 In this Agreement:

- (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 <u>20</u> day of <u>MAY</u>, 2012 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>RANDALL MARTIN</u></p> <p>Print Name(s)</p> <p><u>Executive Director, BCCF</u></p> <p>Print Title(s)</p>	<p>SIGNED on the <u>10</u> day of <u>FEB</u>, 2012 on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>CLAIRE AVISON</u></p> <p>Print Name</p> <p><u>ASSISTANT DEPUTY MINISTER</u></p> <p>Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on January 23, 2012 and ends on March 30, 2012.

PART 2. SERVICES:

1.1 Background:

The British Columbia Council for International Education (BCCIE) is a learner-driven non-profit society funded by the Province of British Columbia. Through funding support from the Ministry of Advanced Education BCCIE has continued to support the province's public and accredited private K-12, post-secondary, career college and language institutions in their engagement in the international arena and by extension, creating dialogue and supporting best practices, networks, pathways and connections domestically to further advance those missions.

There is huge importance to these missions and much potential to increase the profile of British Columbia and the provincial Ministry of Education. Through pursuit of a collaborative partnership with BC's Ministry of Education, and a deeper engagement with the K-12 sector, we hope to further uphold the province's agenda of supporting families, creating jobs, supporting regional development, contributing to labour market development, creating and reinforcing pathways between our quality education sectors, contributing to district and community revenues, and supporting BC's offshore school initiatives.

Of primary importance is the emergence of China as the largest source of international students to BC, with continued potential for growth. Relationships in China are fundamental to the growth of BC's export education market and to the cultural fluency that will be required from our graduates as they enter a global market place likely dominated by China. The partnerships and outcomes from senior academic and government attention to emerging relationships will be key to the creation of long-term and mutually-beneficial activities and connections.

1.2 Description of Work

The Contractor will provide support, organize and deliver Education Minister George Abbott's mission to China from March 16, 2012 to March 24, 2012. Accompanying Minister George Abbott will be Ministerial Assistant, Ken Dawson and Ministry of Education, Assistant Deputy Minister, Claire Avison. Randall Martin from BCCIE will accompany on entire tour and BCCIE will have local or accompanying support in each city.

BCCIE has much experience in the delivery of missions similar to those here proposed and has the network of contacts both within BC and in China to ensure success of this venture. BCCIE maintains networks and relationships both domestically and internationally and has the capacity to work with the Ministry of Education in order to support all aspects of the international mission.

BCCIE will cover all costs for ground transportation, translators, meeting rooms and banquets (up to 3).

The Contractor will provide the following services to the satisfaction of the Province, under the direction of the Contract Manager, Ministry of Education (the "Ministry") including but not limited to the following:

- Organize and accompany Minister George Abbott's mission from arrival in Shanghai on Saturday March, 17, 2012 until departure to YVR – Vancouver International Airport – from Beijing on Sunday, March 25, 2012.
- Organize and communicate all logistics for the mission
- Advise Ministry of flights and hotels it needs to book
- Organize rooms, ground transportation, translation and all other logistics for all meetings for Minister's mission
- Arrange all meetings as per agreed itinerary
- Assist in organizing visas and domestic air travel
- Advise Ministry on gifts and collateral
- Arrange formal banquets and meals
- Liaise as appropriate with Maple Leaf School System; Chinese Consulate in Vancouver; CIBET Fair organizers; Chinese partners, government ministries and organizations as per agreed itinerary; BC Trade officers in Guangzhou, Shanghai and Beijing; Canadian Embassy in Beijing; Canadian Consulate in Guangzhou; consultants, travel providers and translators
- A mission outcomes report to be submitted, on or before March 30, 2012, to the contract manager for the Province

1.3 Deliverables:

- On or before March 30, 2012, a mission outcomes report to be submitted to the contract manager for the Province.

CONTRACT MANAGER FOR THE PROVINCE:

Contract management, monitoring and invoice certification will be done by:

Kerry Pridmore

Telephone Number: 250-507-1485

E-mail: Kerry.Pridmore@gov.bc.ca

1. MAXIMUM AMOUNT PAYABLE:

Despite sections 2 and 3 of this Schedule, \$45,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES AND EXPENSES

Fees and Expenses: will be paid to a maximum of \$45,000.00 for performing the Services during the Term as per BCCIE mission budget proposal. The Province will initiate payments as set out below:

- | | |
|--|-------------|
| a) Upon execution of this agreement | \$20,000.00 |
| b) On or before March 30, 2012 and upon receipt of a mission outcomes report | \$25,000.00 |

3. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for hours worked on each day during the Billing Period (each a "Billing Period"), the Contractor must deliver to the Province upon completion of the Services, 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 or copies of receipts attached, if available;
- (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.

4. PAYMENTS DUE: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, 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 us as required to obtain the discount.

5. HARMONIZED SALES TAX:

Within 30 days of our receipt and approval of your written statement of account, we will pay you the fees (plus any applicable taxes) and expenses claimed in the statement, if they are in accordance with this Schedule. Statements of account offering an early payment discount may be paid by us as required to obtain the discount.



GENERAL SERVICE AGREEMENT

CONTRACT NO C12/2047

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THIS AGREEMENT is dated for reference the 3rd day of January 2012.

BETWEEN:

Audrey Hobbs Johnson, (the "Contractor") with the following specified address and fax number:
1 – 1925 Indian River Crescent
North Vancouver, BC
V7G 2P7

Phone: (604) 375-5748
Email: audreyhj@shaw.ca

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Achievement Division (the "Province") with the following specified address:

PO Box 9146, Victoria, B.C.
V8W 9H1

Phone: (250) 514-8310
Ministry Representative: Cathy Elliott
E-mail: Cathy.Elliott@gov.bc.ca

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 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 may include 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, plus any applicable taxes; and
 - (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.
- 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 apply for and, immediately on receipt, remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

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, if 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, if 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, if 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 embargo if 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 *Commercial 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

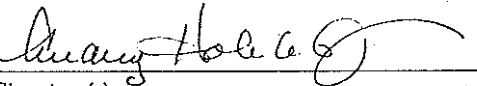

14.1 In this Agreement:

- (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 <u>24</u> day of January, 2012 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> Signature(s)</p> <p><u>Audrey Hobbs-Johnson</u> Print Name(s)</p> <p><u>Consultant</u> Print Title(s)</p>	<p>SIGNED on the <u>24</u> day January, 2012 on behalf of the Province by its duly authorized representative:</p> <p> Signature</p> <p><u>Rick Davis</u> Print Name</p> <p><u>Supt. of Achievement</u> Print Title</p>
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Schedule A – Services

PART 1. TERM:

The Term of this Agreement commences on January 3, 2012 and ends on March 31, 2012.

PART 2. SERVICES

1. Background

To facilitate the implementation of the BC Education Plan in pursuit of personalized learning a Teacher Quality Framework is required to be developed.

2. Services

The Contractor will:

1. Assist with the development of a Teacher Quality Framework
2. Assist with the alignment of the Teacher Quality components
3. Begin the development of the Teacher Quality component # 3 – In-service/Staff Development/Professional Development
4. Integrate theories, research and current models of human learning and development into the Teacher Quality framework

3. Outcomes

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

1. Teacher Quality framework with aligned components
2. Preliminary plan for Teacher Quality component #3 – In-service/Staff Development/Professional Development
3. Bibliography of current research and models

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

Reporting requirements

1. On a monthly basis, provide written progress reports to the Ministry Project Coordinator that answer:
 - a. what has been accomplished to date;
 - b. what is happening now; and what is planned for the future

By March 31, 2012 or upon completion of the Services, provide a final performance report of activities and accomplishments.

PART 3. RELATED DOCUMENTATION:

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

CONTRACT MANAGER FOR THE PROVINCE:

Contract management, monitoring and invoice certification will be done by:

Cathy Elliott
Telephone: 604-649-0035
Cathy.Elliott@gov.bc.ca

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 B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Despite sections 2 and 3 of this Schedule, \$10,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES AND EXPENSES up to a maximum of \$8,000

Fees: at a rate of \$125.00 per hour, and in a proportioned amount for part days for those hours during the Term when the Contractor provides the Services.

3. EXPENSES up to a maximum of \$2,000

Expenses: The following expenses, less the Harmonized Sales Tax ("HST") component, will be paid to the Contractor, at the approved Group II rate (see attached Appendix "I"), provided the same are supported, where applicable, by proper receipts and are, in the opinion of the Province, necessarily incurred by the Contractor in the fulfillment of the Services under this Agreement:

- (a) travel, accommodation, and meal expenses for travel greater than 32 kilometers away from Surrey, British Columbia; and
- (b) telecommunication charges, courier, postage and other identifiable business expenses, at cost.

Any HST paid on expenses under this Agreement and not recoverable by the Contractor from the Government of Canada may be reimbursed by the Province.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for each day during the Billing Period ("Billing Period"), the Contractor must deliver to the Province, monthly, starting no sooner than January 31, 2012, 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 or copies of receipts attached, if available;
- (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: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, 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 us as required to obtain the discount.

6. HARMONIZED SALES TAX:

Within 30 days of our receipt and approval of your written statement of account, we will pay you the fees (plus any applicable taxes) and expenses claimed in the statement, if they are in accordance with this Schedule. Statements of account offering an early payment discount may be paid by us as required to obtain the discount.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
 - (b) Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor, and if used for in the performance of the Services, in an amount not less than \$2,000,000.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with 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

TRAVEL EXPENSES FOR CONTRACTORS and COMMITTEE MEMBERS

(while on travel status within British Columbia) (Appendix 1 to Schedule 'B')

The following are the reimbursement limits for the specified allowable travel expenses. The Contractor or Committee Member must pay all expenses – direct billing to the Province is not allowed except under exceptional circumstances (where a special provision is made in the contract).

Original receipts should be submitted with the expense claim (when receipts are required). Legible photocopies of receipts will be accepted from Contractors only, if the Contractor requires the original for another purpose (e.g. to claim for HST credits).

Please keep in mind that as you will be doing work for the provincial government, and your expenses are being reimbursed by government, you must not be seen to be benefiting personally from the work, such as accepting travel loyalty program benefits.

For the purposes of this appendix, "Traveller" shall include contractors, and committee members appointed by the Ministry.

The Traveller must use the most economical mode of travel and be outside their headquarters area (32 km from home or where they ordinarily perform their services) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Where meals are not provided, the amounts that may be claimed for meals will be based on the applicable rate identified by your Ministry Coordinator or in contract Schedule 'B', either Group 1 or Group 2, as follows:

a) GROUP 1 RATE

Breakfast only	\$11.50	Claim if travel starts before 7:00AM or ends after 7:00AM
Lunch only	\$13.25	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$22.25	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$24.75	See above
Breakfast and dinner only	\$33.75	See above
Lunch and dinner only	\$35.50	See above
Full day	\$47.00	

b) GROUP 2 RATE

Breakfast only	\$22.00	Claim if travel starts before 7:00 AM or ends after 7:00AM
Lunch only	\$22.00	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$28.50	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$30.00	See above
Breakfast and dinner only	\$36.50	See above
Lunch and dinner only	\$36.50	See above
Full day	\$49.00	

3. Taxi and Parking:

Taxi and parking charges may be reimbursed, at cost, with submission of receipts. Tips cannot be claimed.

4. Vehicle Rentals:

The cost of rented vehicles may be claimed, if required in order to perform the Services and approved by the Province.

The Traveller should use the Government of BC Corporate Supply Arrangements (CSAs) it has with:

- Avis Rent A Car Systems Inc.
- Thrifty, and Dollar Rent a Car, Inc.
- Budget Rent a Car of Canada Ltd.
- Enterprise Rent-A-Car Canada Ltd., and
- National Car Rental.

http://www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html

These CSAs entitle government and authorized Travellers to preferred rental rates. In advance of any rental, the Traveller shall request the Province provide an authorization letter for CSAs rate access and information on the CSA. Use other rental firms only if these firms cannot supply vehicles. Receipts and proof of payment are required.

Travellers may choose Personal Injury Insurance (PII or PAI) and Collision or Loss Damage Waivers (CDW or LDW) at their own option, but the ministry will not reimburse these costs.

Report all accidents to the rental agency and the ministry coordinator or contract manager within 24 hours.

5. Accommodation:

a) The maximum amounts that may be claimed for hotel/motel accommodation are on Page 2. Receipts and proof of payment are required.

b) Private lodging: \$30 per night may be claimed when private lodging is arranged. No receipt required.

6. Airfare:

Only economy airfare will be reimbursed. Passenger copy of air ticket or itinerary, and proof of payment are required.

7. Miscellaneous Expenses:

Cost of passenger and/or vehicle ferry travel and highway tolls and airport improvement fees can be claimed if supported by a receipt. Laundry, gratuities, portage and personal internet/phone calls cannot be claimed.

2. Private Vehicle Use:

The private mileage allowance is \$0.50 per km (receipts are not required). This rate can be claimed when using a private vehicle for travel.

ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS and COMMITTEE MEMBERS

Daily hotel/motel accommodation stays will be reimbursed at cost, not to exceed the maximum rates by city as set out below. Only the single-person rate for a standard room will be reimbursed. Proof of government-related business may be required when booking to achieve discount rates.

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Vancouver	135	135	135	150	150	160	160	160	160	140	140	140
Burnaby	115	115	120	120	135	135	135	135	135	120	120	120
Coquitlam/Port Coquitlam	110	110	110	120	125	125	130	130	130	130	110	110
Delta	110	110	110	115	130	130	130	130	130	110	110	110
Langley	100	100	100	100	110	110	110	110	110	100	100	100
New Westminster	120	120	120	120	130	130	130	130	130	120	120	120
North Vancouver	110	110	110	110	130	130	130	130	130	110	110	110
Richmond	135	135	135	135	155	165	165	165	165	150	140	135
Surrey	100	100	100	100	110	110	110	110	100	100	100	100
White Rock	100	100	100	100	110	110	110	110	110	100	100	100
Victoria	100	100	100	100	140	140	140	140	140	100	100	100
Greater Victoria*	90	90	100	100	100	120	120	120	120	100	100	100
Castlegar	100	100	100	100	100	100	100	100	100	100	100	100
Cranbrook	90	90	90	90	100	100	100	100	100	90	90	90
Dawson Creek	110	110	115	115	115	115	120	120	115	115	115	115
Fort St John	120	120	120	120	120	120	120	120	120	120	120	120
Kamloops	90	90	90	90	105	105	105	105	105	90	90	90
Kelowna	100	100	100	100	110	110	115	115	115	105	100	100
Nanaimo	95	95	100	100	110	110	110	110	110	100	100	100
Nelson	90	90	90	90	90	90	100	100	100	90	90	90
Penticton	85	85	90	90	90	125	130	145	100	90	90	90
Prince George	100	100	100	100	100	100	100	100	100	100	100	100
Prince Rupert	95	95	95	95	110	110	110	110	110	110	95	95
Terrace	90	90	90	90	90	90	90	90	90	90	90	90
Vernon	90	90	90	90	90	100	100	100	100	90	90	90
Whistler	150	150	150	110	105	105	105	110	110	110	110	150
Other Cities Not Listed	90	90	90	90	95	95	95	95	95	95	90	90

* Central Saanich, Saanichton, Brentwood Bay, Langford, Colwood, Sidney, Saanich, Esquimalt, Oak Bay.

Audrey Hobbs-Johnson
 AHJ Consulting
 # 1 – 1925 Indian River Crescent
 North Vancouver, BC V7G 2P7
 Phone: (604) 375-5748

Contract C12/2047 – Progress Reports

JANUARY 2012	
Dates	Deliverables
January 11, 14, 18, 20, 24, 25, 26	<p>1. Preliminary framework planning 2. Committee meetings 3. Research</p> <p>The framework planning meetings were planned with the Ministry team and facilitated on the dates shown. This included the planning team and some meetings with advisory teams. The preliminary framework is as attached.</p> <p>The research is on –going and informs the planning and decision making. Research includes current written materials, books, articles and reports as well as current film and video as appropriate. The final bibliography will be part of the final report.</p>
FEBRUARY 2012	
Dates	Deliverables
February 2, 7, 8, 9, 14, 15, 21, 23, 24, 27, 28, 29	<p>The planning continued and the plan took shape to include some pilot districts to do on-going action research into 21C Learning as it is currently being practiced in BC Schools and Districts. Planning sessions included examining in depth current research that support student success from Early Learning to Post Secondary Programs.</p> <p>The team attended sessions at Post Secondary Institutions where experts, faculty and students discussed and debated educational practices that can lead to success for all students. This included examining student learning, educator learning and practice and educator professional development that maintains and sustains these practices.</p> <p>The research in the terms of a bibliography was completed in a draft form.</p>
MARCH 2012	
Dates	Deliverables
March 1, 2, 21, 22, 28	One Final report attached.

Deliverables/Outcomes

1. Teacher Quality framework with aligned components
2. Preliminary plan for Teacher Quality component #3 – In-service/Staff Development/Professional Development
3. Bibliography of current research and models.

By:

1. Assisting in the development of creating a teacher quality framework that is aligned
2. Beginning the planning for a staff development framework that will begin, maintain and sustain the work
3. Creating a current bibliography that supports this work

During the three months of this contract, the following outcomes were established and completed.

1. A series of planning meetings and advisory meeting were completed to develop an emerging Teacher Quality Framework
2. A draft framework was developed and was established for review and input from schools, districts, partners and Ministry Staff following approval
3. A preliminary plan was established for a group of pilot school districts to look at 21st C practice as it presently exists and begin to define the profession learning that supports, maintains and sustains emerging practice for 21C/personalized learning
4. A current bibliography was completed. (attached)

The following describes the key elements of the framework

Developing a Learning/Teaching Framework that Creates BC's 21st Century Learning Culture

- Examine innovative 21st C learning as it exists here in BC currently and how it is aligned with relevant global research
- Examine the teacher/district staff practices that will create a baseline in the following categories
 - Leading to innovative 21st C learning
 - Sustaining 21st Century learning for all learners
 - Ways to push out and move practice forward
 - Ways to bring 21st C learning to scale
- Determine common elements of student learning and teacher practice

- Co-design professional learning: the mindsets, knowledge, and skills teachers/district staff needed to ensure successful 21st C student and teacher/educator learning
- Co-design and extend the research base, establish the mindset that includes , what are we learning, who are we learning from and why we think this is relevant in BC

This framework can lead to defining a baseline for 21C / Personalized Learning for British Columbia and begin to describe the professional learning needed to achieve this learning for students and educators.

QUALITY TEACHING AND LEARNING RESOURCES

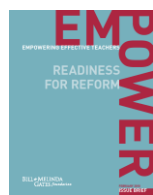
Books - MOE Vancouver

- *Professional Capital – Transforming Teaching in Every School*, Hargreaves and Fullan
- *I Used to Think...and Now I Think*, Richard Elmore
- *Change Leaders – Learning to do What Matters Most*, Michael Fullan
- *Visible Learning for Teachers – Maximizing Impact on Learning*, Hattie
- *An Ethic of Excellence – Building a Culture of Craftsmanship with Students*, Ron Berger
- *Inquiry – A Districtwide Approach to Staff and Student Learning*, Fichtman, Dana and Thomas and Boynton
- *Finnish Lessons – What Can the World Learn from Educational Change in Finland*, Pasi Sahlberg
- *Worlds Apart – BC Schools, politics and labour relations before and after 1972*, Fleming

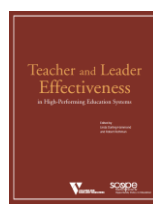
Books - Other suggestions

- *Response to Intervention – A Practical Guide for Every Teacher*, Bender and Shores
- *Walk Out – Walk On*, Margaret Wheatley and Deborah Frieze
- *Pedagogy in a New Tonality*, Peter Gouzouasis (editor)
- *The Global Achievement Gap*, Tony Wagner
- *Leaders of Learning*, Dufour and Marzano
- *Change Leader*, Michael Fullan
- *Taking Flight to Literacy and Leadership*, Brayman and Grey
- *Collective Trust*, Forsyth, Adams and Hoy
- *Differentiation is an Expectation*, Hewitt and Weckstein
- *A World Class Education*, Vivien Stewart
- *The Connected Educator*, Nussbaum-Beach and Hall
- *The New Culture of Learning*, Doug Thomas and John Seely Brown

Articles – attached (double click on graphic)



Empowering Effective Teachers – Readiness for Reform, Bill & Melinda Gates Foundation



Teacher and Leader Effectiveness, Edited by Linda Darling-Hammond and Robert Rothman



The Long Term Impacts of Teachers, Chetty, Friedman, Rockoff



Closing the Talent Gap, McKinsey & Company



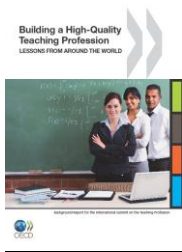
Teachers Make a Difference, John Hattie



How Large are Teacher Effects?, Nye, Konstantopoulos, Hedges



How Long do Teacher Effects Persist?, Konstantopoulos



Building a High Quality Teaching Profession, OECD



Working with Teachers to Develop Fair and Reliable Measures of Effective Teaching, Bill and Melinda Gates Foundation



Flattening the School Walls, Education Week



What Works Best, Hattie



The Learning Society, Cisco



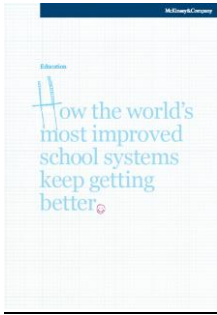
Learning from the Extremes, Cisco



Choosing the Wrong Drivers for Whole System Reform, Fullan



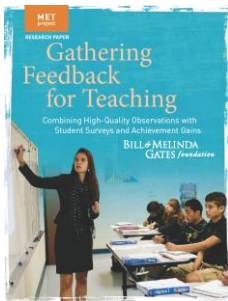
Equipping Every Learner for the 21st Century, Cisco



How the world's most improved school systems keep getting better, McKinsey & Company



Innovating to Learn, Learning to Innovate, OECD



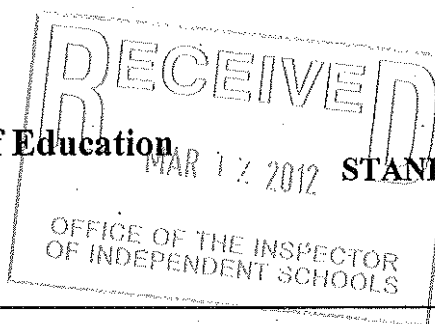
Gathering Feedback for Teaching, Bill & Melinda Gates Foundation

Teacher Leadership Selected Bibliography

Developing Teacher Leadership	Frank Crowther et al
Awakening the Sleeping Giant	Katzenmeyer & Moeller
How to Thrive as a Teacher Leader	Gabriel
Leadership Capacity for Lasting School Improvement	Linda Lambert
Leading Professional Learning Communities	Hord & Sommers
The Six Secrets of Change	Michael Fullan
Taking the Lead	Killion & Harrison
Reframing Teacher Leadership	Douglas Reeves
Assessment for Learning	Black, Harrison et al
Formative Assessment in the Secondary Classroom	Shirley Clarke
Enriching Feedback in the Primary Classroom	Shirley Clarke
On Common Ground	Dufour et al
Learning by Doing	Dufour et al
The Knowing-Doing Gap	Pfeffer & Sutton
Outliers	Gladwell
Working Across Generations	Kunreuther et al
Cultivating Leadership in Schools	Donaldson
Distributed Leadership	Spillane
Distributed Leadership in Schools	Harris
What's Worth Fighting for in the Principalsip	Fullan
The Moral Imperative of School Leadership	Fullan
Leadership & Sustainability	Fullan



Ministry of Education



Return

SHORT FORM
STANDARD CONTRACT

THIS AGREEMENT (the "Agreement") dated for reference the 24th day of February, 2012.

Contract No. C12/3584

File No. _____

CPA No. _____

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE

PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Education (the "Province", "we", "us", or "our") at the following address:

Office of the Inspector of Independent Schools
PO Box 9153, Stn Prov Govt
Victoria BC V8W 9H1

Contact Person: Arlene Gibson
Telephone Number: 387-1847
Fax: (250) 953-4908

Catholic Independent Schools of the Diocese of Victoria

(the "Contractor", "you", or "your") at the following address:

1-4044 Nelthorpe ST
Victoria BC V8X 2A1

Contact Person: Msgr. Michael Lapierre
Number: 250-727-6893
Fax:

The Province and the Contractor agree to the terms outlined in the Schedule(s) and the "General Terms and Conditions" attached to this Agreement.

SERVICES & TERM

(a) SERVICES (the "Services"):

The services to be provided by the Contractor pursuant to this Agreement will be undertaken by Joe Colistro, an employee of the Contractor, designated for the purpose of this Agreement. The Contractor will perform the Services during the Term and as set out in Schedule "A" attached.

(b) Approved SUB-CONTRACTORS:

Sub-contractors Not
Applicable

(c) TERM: beginning: March 10, 2012 and ending on March 23, 2012 (the "Term").

FEES & EXPENSES

(d) FEES:

For the satisfactory provision of the services, you will be paid a fee of \$350 per day for 14 days, or a proportionate amount for part days. The total amount of fees is not to exceed, in the aggregate, \$4900

(e) EXPENSES: \$125 x 3 school authorities = \$375; Visa expense: \$84 Accommodation: \$210; Total = \$669

(f) TOTAL FEES AND EXPENSES: \$5569

(g) BILLING DATE (S): March 23, 2012

PLEASE COMPLETE NEXT PAGE...

TERMS OF SERVICE CONTRACT (GENERAL)

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this agreement. You must provide the Services during the term described in Schedule A, (the "Term"), regardless of the date of execution or delivery of this agreement.
 2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities and approvals and licenses necessary or advisable to perform your obligations under this agreement, including the license under section 14.
 3. Unless otherwise specified in this agreement, you 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.
 4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
 5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this agreement, you may determine the manner in which the instructions are carried out.
 6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
 7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this agreement, in form and content and for a period satisfactory to us.
 8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this agreement, are
 - (a) produced by you or a subcontractor (the "Produced Material", which includes 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 you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").In this agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
 9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except
 - (a) as required to perform your obligations under this agreement or to comply with applicable law,
 - (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.
 10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
 11. If you receive a request for access to any of the Material from a person other than us, and this agreement does not require or authorize you to provide such access, you must advise the person to make the request to us.
 12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
 13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.
 14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
 15. You must comply with the Privacy Protection Schedule if attached as Schedule E.
 16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule C, if any, as modified from time to time in accordance with our directions.
 17. You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this agreement.
 18. You must comply with all applicable laws.
 19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
 20. You must not assign any of your rights under this agreement without our prior written consent.
 21. You must not subcontract any of your obligations under this agreement other than to persons listed in Schedule A without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor you retain fully complies with this agreement in performing the subcontracted obligations.
 22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
 23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
- You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

PAYMENT

24. If you comply with this agreement, we must pay you
 - (a) the fees described in Schedule B, and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.
25. We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. Fees and expenses under this agreement will be paid according to the amounts described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you 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.
29. Unless otherwise specified in this agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we 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 your behalf.

TERMINATION

32. We may terminate this agreement
 - (a) for your failure to comply with this agreement, immediately on giving written notice of termination to you, and
 - (b) for any other reason, on giving at least 10 days written notice of termination to you.If we terminate this agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this agreement.
33. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

GENERAL

34. You are an independent contractor and not our employee, agent, or partner
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this agreement on your behalf to enter into and execute this agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
37. This agreement is governed by and is to be construed in accordance with the laws of British Columbia
38. Time is of the essence in this agreement.
39. Any notice contemplated by this agreement, to be effective, must be in writing and either
 - (a) sent by fax to the addressee's fax number specified in this agreement,
 - (b) delivered by hand to the addressee's address specified in this agreement, or
 - (c) mailed by prepaid registered mail to the addressee's address specified in this agreement.Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
40. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this agreement is effective unless it is in writing and signed by the parties.
42. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. 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*.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this agreement ends.
45. The schedules to this agreement are part of this agreement.
46. If there is a conflict between a provision in a schedule to this agreement and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this agreement.
47. This agreement does not operate as a permit, license, approval or other statutory authority which you 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 the exercise by the Province or its agencies of any statutory power or duty.
48. The agreement may be entered into by each party signing a separate copy of this agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this agreement,
 - (a) the words "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, and
 - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties".

SCHEDULE "A"

(Joe Colistro– Offshore School Inspection Team)

Background

1. The Inspector of Independent Schools (the "Inspector") has appointed an Inspection Team to conduct an onsite inspection of the following offshore schools:

British Columbia International School, Bangkok 606
Kalaprapuek Road, Bangwar, Phasicharoen District, Bangkok,
Thailand 10160;
Canada India British Columbia Academy Site No. 16, Sector 70
Mohali, Punjab India;
Hayat Universal School (HUBS) Qatar Box 6124 Doha, Qatar,
Street Address: Building #55, Area #53, Muaither Street North,
Muaither, Doha, Qatar;

(the "Schools")

Contractor Services

2. The Contractor will,
 - (a) act as a Member of the Inspection Team and participate in the work and deliberations of the Inspection Team;
 - (b) assist the Chair and other Members of the Inspection Team in carrying out the Inspection Team's functions and responsibilities;
 - (c) conduct the inspection in accordance with the criteria described in paragraph 3;
 - (d) collaborate with the Inspection Team in delivering the reports to the Inspector in accordance with paragraph 4;
 - (e) follow the reasonable directions of the Chair in carrying out the inspection; and
 - (f) comply with the requirements of paragraph 5 and 6 of this Schedule and the "Terms of Service Contract (General)" of this Agreement.

Criteria

3. The Inspection Team will determine if the educational program provided by the School meets the requirements and standards for British Columbia Offshore School Certification Status, as set out in the British Columbia Offshore School Certification Status Agreements for the Schools signed between the Authorities operating the Schools and the Province of British Columbia.

Schedule A

Reports

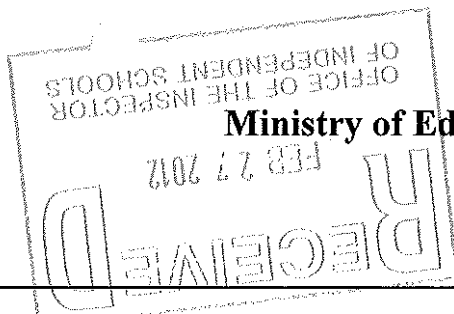
4. The Inspection Team will,
 - (a) on or before March 23, 2012, deliver to the Inspector its reports setting out in detail the findings and recommendations of the Inspection Team, with respect to the granting of Offshore School Certification Status to the Schools.
 - (b) review and address any matters raised by the Inspector in response to the reports;
 - (c) on or before March 23, 2012, deliver its reports which will incorporate any matters referred to in subparagraph (b); and
 - (d) prepare the reports in the form and in the manner specified by the Inspector.

Conflict of Interest

5. Without limiting the generality of paragraph 9 and 18 of this Agreement, the Contractor must ensure his or her private affairs or financial interests do not give rise, either directly or indirectly, to a conflict of interest or the perception of a conflict of interest, with the duties or responsibilities of the Contractor under this Agreement.
6. A conflict of interest will be deemed to exist under paragraph 5 of this Schedule if,
 - (a) confidential information received by the Contractor by reason of this Agreement is used by the Contractor for the purpose of furthering any private interest, or as a means of making personal gains;
 - (b) during the Term of this Agreement, the Contractor engages in any discussions, communications or negotiations with the School or its representatives which will, or could, result in a subsequent gain or benefit, of whatever nature, being derived by the Contractor or any organization in which the Contractor has an interest; or
 - (c) the Contractor had a consulting, contractual or employment relationship with the School prior to the Term of this Agreement.

Term

7. The Term of this Agreement shall be from and including March 10, 2012 to and including March 23, 2012.



Return
**SHORT FORM
STANDARD CONTRACT**

THIS AGREEMENT (the "Agreement") dated for reference the 7th day of February, 2012.

Contract No. C12/3581

File No. _____

CPA No. _____

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Education (the "Province", "we", "us", or "our") at the following address:

Office of the Inspector of Independent Schools
PO Box 9153, Stn Prov Govt
Victoria BC V8W 9H1

Contact Person: Arlene Gibson
Telephone Number: 387-1847
Fax: (250) 953-4908

Chilliwack Christian School Society

(the "Contractor", "you", or "your") at the following address:

PO BOX 371 STN MAIN
Chilliwack BC V2P 6J4

Contact Person: *Steven Brouwer*
Number: 604-794-7797
Fax: *604-794-7667*

The Province and the Contractor agree to the terms outlined in the Schedule(s) and the "General Terms and Conditions" attached to this Agreement.

SERVICES & TERM

(a) SERVICES (the "Services"):

The services to be provided by the Contractor pursuant to this Agreement will be undertaken by Ed Noot, an employee of the Contractor, designated for the purpose of this Agreement. The Contractor will perform the Services during the Term and as set out in Schedule "A" attached.

(b) Approved SUB-CONTRACTORS:

**Sub-contractors Not
Applicable**

(c) TERM: beginning: February 17, 2012 and ending on February 25, 2012 (the "Term").

FEES & EXPENSES

(d) FEES:

For the satisfactory provision of the services, you will be paid a fee of \$350 per day for 9 days, or a proportionate amount for part days. The total amount of fees is not to exceed, in the aggregate, \$3,150

(e) EXPENSES: \$125 x 3 authority = \$375; Visa expense: \$0 Accommodation: \$0; **Total = \$375**

(f) TOTAL FEES AND EXPENSES: \$3,525

(g) BILLING DATE (S): February 25, 2012

PLEASE COMPLETE NEXT PAGE...

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this agreement. You must provide the Services during the term described in Schedule A, (the "Term"), regardless of the date of execution or delivery of this agreement.
 2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities and approvals and licenses necessary or advisable to perform your obligations under this agreement, including the license under section 14.
 3. Unless otherwise specified in this agreement, you 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.
 4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
 5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this agreement, you may determine the manner in which the instructions are carried out.
 6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
 7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this agreement, in form and content and for a period satisfactory to us.
 8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this agreement, are
 - (a) produced by you or a subcontractor (the "Produced Material", which includes 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 you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").
 In this agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
 9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except
 - (a) as required to perform your obligations under this agreement or to comply with applicable law,
 - (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.
 10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
 11. If you receive a request for access to any of the Material from a person other than us, and this agreement does not require or authorize you to provide such access, you must advise the person to make the request to us.
 12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
 13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.
 Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.
 14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
 15. You must comply with the Privacy Protection Schedule if attached as Schedule E.
 16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule C, if any, as modified from time to time in accordance with our directions.
 17. You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this agreement.
 18. You must comply with all applicable laws.
 19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
 20. You must not assign any of your rights under this agreement without our prior written consent.
 21. You must not subcontract any of your obligations under this agreement other than to persons listed in Schedule A without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor you retain fully complies with this agreement in performing the subcontracted obligations.
 22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
 23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
- You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

PAYMENT

24. If you comply with this agreement, we must pay you
 - (a) the fees described in Schedule B, and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.
25. We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. Fees and expenses under this agreement will be paid according to the amounts described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you 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.
29. Unless otherwise specified in this agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we 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 your behalf.

TERMINATION

32. We may terminate this agreement
 - (a) for your failure to comply with this agreement, immediately on giving written notice of termination to you, and
 - (b) for any other reason, on giving at least 10 days written notice of termination to you.
 If we terminate this agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this agreement.
33. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this agreement on your behalf to enter into and execute this agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
37. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this agreement.
39. Any notice contemplated by this agreement, to be effective, must be in writing and either
 - (a) sent by fax to the addressee's fax number specified in this agreement,
 - (b) delivered by hand to the addressee's address specified in this agreement, or
 - (c) mailed by prepaid registered mail to the addressee's address specified in this agreement.
 Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
40. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this agreement is effective unless it is in writing and signed by the parties.
42. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. 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*.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this agreement ends.
45. The schedules to this agreement are part of this agreement.
46. If there is a conflict between a provision in a schedule to this agreement and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this agreement.
47. This agreement does not operate as a permit, license, approval or other statutory authority which you 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 the exercise by the Province or its agencies of any statutory power or duty.
48. The agreement may be entered into by each party signing a separate copy of this agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this agreement,
 - (a) the words "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, and
 - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties".

SCHEDULE "A"

(Ed Noot- Offshore School Inspection Team)

Background

1. The Inspector of Independent Schools (the "Inspector") has appointed an Inspection Team to conduct an onsite inspection of the following offshore schools:

BC Acadamy Canada 1449-9 Seocho Dong, Seocho Gu, Seoul,
South Korea;
Canadian International School Sokcho 802-38 Gyodong Sokcho,
Gangwanda South Korea, 217-806;
BIS Canada School Address: 200 Geumgok-Dong
Seongnam-Si, Gyeonggi-Do, South Korea 463-805

(the "Schools")

Contractor Services

2. The Contractor will,
 - (a) act as a Member of the Inspection Team and participate in the work and deliberations of the Inspection Team;
 - (b) assist the Chair and other Members of the Inspection Team in carrying out the Inspection Team's functions and responsibilities;
 - (c) conduct the inspection in accordance with the criteria described in paragraph 3;
 - (d) collaborate with the Inspection Team in delivering the reports to the Inspector in accordance with paragraph 4;
 - (e) follow the reasonable directions of the Chair in carrying out the inspection; and
 - (f) comply with the requirements of paragraph 5 and 6 of this Schedule and the "Terms of Service Contract (General)" of this Agreement.

Criteria

3. The Inspection Team will determine if the educational program provided by the School meets the requirements and standards for British Columbia Offshore School Certification Status, as set out in the British Columbia Offshore School Certification Status Agreements for the Schools signed between the Authorities operating the Schools and the Province of British Columbia.

Schedule A

Reports

4. The Inspection Team will,
 - (a) on or before February 25, 2012, deliver to the Inspector its reports setting out in detail the findings and recommendations of the Inspection Team, with respect to the granting of Offshore School Certification Status to the Schools.
 - (b) review and address any matters raised by the Inspector in response to the reports;
 - (c) on or before February 25, 2012, deliver its reports which will incorporate any matters referred to in subparagraph (b); and
 - (d) prepare the reports in the form and in the manner specified by the Inspector.

Conflict of Interest

5. Without limiting the generality of paragraph 9 and 18 of this Agreement, the Contractor must ensure his or her private affairs or financial interests do not give rise, either directly or indirectly, to a conflict of interest or the perception of a conflict of interest, with the duties or responsibilities of the Contractor under this Agreement.
6. A conflict of interest will be deemed to exist under paragraph 5 of this Schedule if,
 - (a) confidential information received by the Contractor by reason of this Agreement is used by the Contractor for the purpose of furthering any private interest, or as a means of making personal gains;
 - (b) during the Term of this Agreement, the Contractor engages in any discussions, communications or negotiations with the School or its representatives which will, or could, result in a subsequent gain or benefit, of whatever nature, being derived by the Contractor or any organization in which the Contractor has an interest; or
 - (c) the Contractor had a consulting, contractual or employment relationship with the School prior to the Term of this Agreement.

Term

7. The Term of this Agreement shall be from and including February 17, 2012 to and including February 25, 2012.