INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



For Administrative Purposes Only			
Ministry Contract No.: C14EDS29771 Requisition No. 29771	_ Financial Information		
Solicitation No.(if applicable):	Client:	112	
Commodity Code:	Responsibility Centre:	32749	
-	Service Line:	30336	
Contractor Information	STOB:	6309	
·	Project:	3200303	
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SCHEDULE A – SERVICES

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

SCHEDULE B – FEES AND EXPENSES

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

SCHEDULE C - APPROVED SUBCONTRACTOR(S)

SCHEDULE D - INSURANCE

SCHEDULE E -- PRIVACY PROTECTION SCHEDULE

SCHEDULE F - ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

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THIS AGREEMENT is dated for reference the 6th day of August, 2013.

BETWEEN:

<u>R. Keith Jones & Associates.</u> (the "Contractor") with the following specified address and fax number: 2554 Bowker Avenue V8R 2G1

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Strategic Initiatives Division, Government Communication and Public Engagement. (the "Province") with the following specified address and fax number: 525 Superior Street, Victoria V8W 9V1

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

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

1 DEFINITIONS

General

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

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

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
 - (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
 - (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

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

Rights in relation to Incorporated Material

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

Right of Province to negotiate license of Produced Material

6.5 After the end of the Term, the Province in its sole discretion, may negotiate with the Contractor to provide 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.

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 (each a "Loss"), excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
 - (a) \$2,000,000 per Loss; and

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(b) \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from any of the following:
 - (a) bodily injury or damage to real property or tangible personal property;
 - (b) a claim of infringement of third-party intellectual property rights; or
 - (c) a breach of section 5.1, 5.2, 5.3 or 6.1 of this Agreement.

Province to notify Contractor of Loss

9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
 - (a) then the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
 - (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

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

Workers compensation

9.7 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

- 9.8 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

9.9 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 9.7 and 9.8.

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 an anticipated Event of Default must specify the steps the Contractor proposes to take to address, or Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of arbitration or mediation

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 arbitration or mediation 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 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 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:

SIGNED on the 6th day of SIGNED on the 6th day of August, 2013 by the August , 2013 Contractor (or, if not an individual, on behalf of the Province on its behalf by its authorized by its duly signatory or signatories): authorized representative: gnature(s) Signature R. KEITH JONES Print Name(s) PRINCIPAL. Print Title(s)

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PART 1. TERM:

1. The term of this Agreement commences on August 6, 2013 and ends on November 30, 2013.

PART 2. SERVICES:

Strategic Planning Opportunity - DataBC

Context

On June 18, 2013, an Open Data Charter was signed off by the G8 Leaders. There are 5 principles noted, they are: Open Data by Default; Quality and Quantity; Useable by All; Releasing Data for Improved Governance; and Releasing Data for Innovation

The DataBC Council seeks to improve the management of data as a strategic asset within the Provincial Government, releasing it under the Open Government License – British Columbia wherever feasible. The DataBC Council provides strategic leadership advice to the DataBC program.

The DataBC Council has reviewed the G8 Open Data Charter and voted in favour of using the principles outlined in the charter to guide their strategic planning efforts. The Privacy Commissioner has also recently released a report reviewing BC's Open Government Initiatives and makes a specific recommendation with respect to the G8 Charter.

Requirement

The Contractor will assist with facilitating a series of strategy workshops with DataBC Council representatives with the objective of refining a set of principles and actions to be undertaken under the Governance of the Council / DataBC program. The G8 Charter will be used as a reference framework for these discussions as well as key priorities for Government.

The Council meets every 6 weeks for 2 hours. We are seeking support for the design and execution of 3 strategy/planning sessions and up to 10 interviews with Council members. All Ministries are represented on the Council at a senior leadership level. The strategy roadmap, refined principles and high level action plan would be a deliverable for the end of October 2013.

The next meeting of the Council is September 5th where the framing of this work will be initiated. This session would be in addition to the 3 sessions identified above.

The Contractor will leverage principles, processes and tools that from two complementary stakeholder engagement and strategy development approaches: (1) *Challenge Dialogue System*TM (CDS) and (2) the *Integral Strategy Roadmap*TM (ISR) methodologyto deliver Strategy Roadmap, Refined Principles and High Level Action Plan for the DataBC Council as identified in the Contractor quote provided to the Ministry, September 29th, 2013.

A draft agenda for the September 5th session is to be delivered to DataBC by August 12th, 2013.

The final work plan for this work is to be delivered to DataBC on September 6th, 2013 based on a refinement of the draft work plan submitted in the Contractor quote to the Ministry September 29th.

The next three meetings of the Council are September 5, September 19 and October 31. These dates and a date for an additional session will need to be confirmed by the Council.

Status reports are to be provided to DataBC on a bi-weekly basis.

DataBC program leadership staff will be available for consultation during this engagement.

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PART 4 KEY PERSONNEL:

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- 1. The Key Personnel of the Contractor are as follows:
 - (a) R. Keith Jones (\$1,500 per day or portion thereof based on an 8 hour day)

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 and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Daily Rate (or portion thereof)

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

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

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

5. PAYMENTS DUE:

<u>Payments Due</u>: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes), claimed in the statement if they are in accordance with this Schedule. Statements of

account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

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Schedule C – Approved Subcontractor(s)

Not Applicable

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Schedule D – Insurance

- 1. The Contractor must, without limiting the Contractor's obligation 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 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; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
- 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, 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. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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Schedule G – Security Schedule

Definitions

1. In this Schedule,

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

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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 them or deliver them as specified in the direction.

Storage of Records

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

Audit

- 17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
 - (a) any Records in the possession of the Contractor containing Information; or
 - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

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

Termination of Agreement

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

Interpretation

- 19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
- 20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
- 21. The appendices attached to this Schedule are part of this Schedule.
- 22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
- 23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the 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
 Issued by ICBC: B.C. driver's licence or learner's licence (must have photo) B.C. Identification (BCID) card Issued by provincial or territorial government: Canadian birth certificate Issued by Government of Canada: Canadian Citizenship Card Permanent Resident Card Canadian Record of Landing/Canadian Immigration Identification Record 	 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.

Criminal history check

5. The Contractor must arrange for and retain documented results of a criminal history check on a Services Worker obtained through the Services Worker's local policing agency. Criminal history checks must be repeated as necessary to ensure that at all times the most recent criminal history check on a Services Worker was completed within the previous five years.

Development of a Strategy Roadmap for the DataBC Program





Workshop #1 DataBC Council

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1. Context - Why Now for a Strategic Plan?

As a program, our interest is in moving DataBC into its next phase, where we create more focus on using data as a strategic asset. We have goals to improve supply and data usability, support government priorities, and leverage data for public engagement. But we can't accomplish those goals alone. Aligning the collective interests of the Council is critical to our shared success, and to do that we believe a strategic planning process can help.

There are also external catalysts for a renewed focus on our strategic direction: the G8 Open Data Charter (June 2013) has set a path for international work in data sharing and access, while here in BC, the Office of the Information and Privacy Commissioner (OIPC) has made recommendations to Government to improve its open government efforts. Finally, outcomes of the Core Review will also provide direction to ministries and programs. Following the G8 Charter, responding to the OIPC's recommendations and the Core Review outcomes will have cross-government implications. It would be good to understand these implications together as we develop our strategy.

It is also a good time to take stock of the toolsets that are available to us as a Council—from legislative obligations and authorities under the Freedom of Information and Protection of Privacy Act, to Transformation Planning Instructions to policy. These are some of the levers we can use to advance our goals. A discussion about what levers could work and how they should be applied can ensure our planning has a practical end point.

In this Strategy Roadmap development process, we'll value your collaboration, frank talk, long-term thinking balanced with the need for near term action. But, we must be mindful to not get lost in the tactical details with this particular task.

While a shared success is important to the collaboration effort, we need to ensure that the individual Council members also benefit. As the saying goes —"Membership has its benefits" — so we encourage you to ask: what's in this strategy for me and my Ministry? The strategy we develop needs to work collectively for government and citizens but also work for you and your ministry.

Notes



2. Objectives for the Strategy Roadmap Development Assignment

In relation to the context described above, the objectives for this assignment are:

- To elicit from the Council members individually or in small groups, the aspirations, challenges and opportunities they see from the perspective of their Ministry, across the BC Government, other governments, the citizens of British Columbia and globally.
- 2. To capture the explicit and inferred outcomes contained within a number of key documents that either drive (e.g., the G8 Charter, Government priorities) or are aligned with the overall intentions of the DataBC program and Open Government more broadly.
- 3. To co-create a Strategy Roadmap that captures, organizes and portrays these perspectives and inputs in the form of outcomes and actions.
- 4. To summarize the Roadmap results using a simple logic model and narrative that clearly conveys the Council's intentions.

The Roadmap development will begin today, September 5th, and will be concluded in November. The Roadmap will be developed incrementally over the course of four workshops.

3. Workshop #1 - Objectives and Agenda

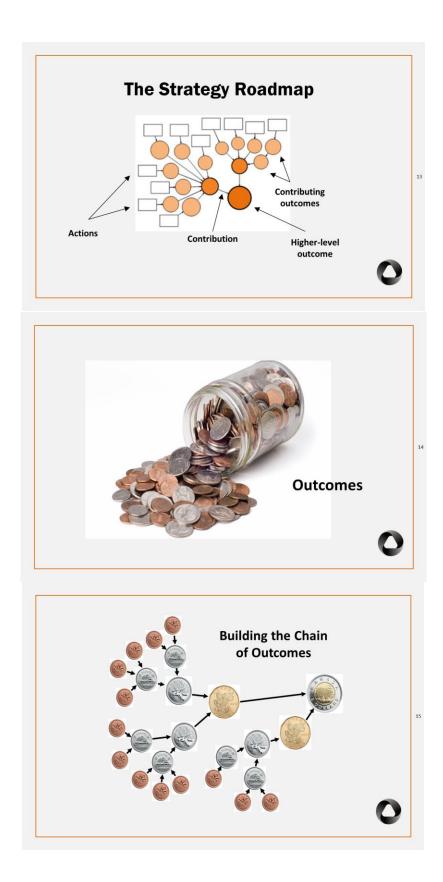
The workshop today has four objectives. The agenda will follow the flow of the objectives with objectives 1-3 being covered in the first hour and '4" taking up the second hour.

- 1. To clarify why a strategy is being developed and to ensure that the expectations of Council around the development of such a strategy can be accommodated.
- 2. To introduce the Strategy Roadmap product and the approach for developing it
 - a. What is a Strategy Roadmap what does it comprise and how is it used when completed?
 - b. How is the Roadmap created what is the process used to build one?
- 3. To organize and schedule the interviews and remaining workshops (#2-4)?
- 4. To start and initial conversation on strategic intentions
 - a. What is the system we will be modelling scope / bounding, assumptions, and timeframe and magnitude of the change (e.g., Roadmap to Excellence or Transformative Roadmap)?
 - b. What is the Strategic Objective of DataBC; the goal? What impacts do you hope to have (influence)?

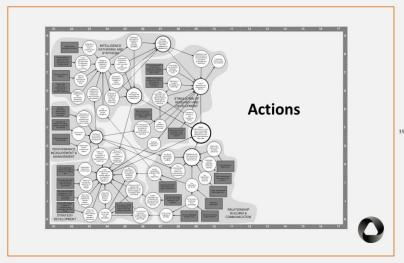
4. What is a Strategy Roadmap?

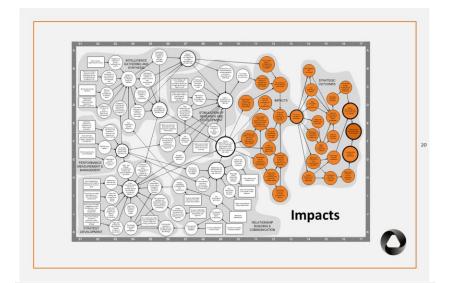


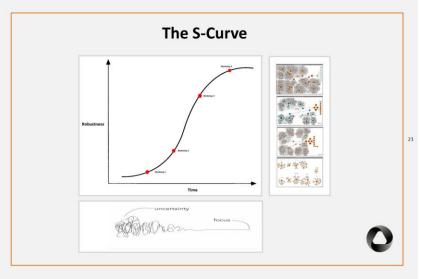




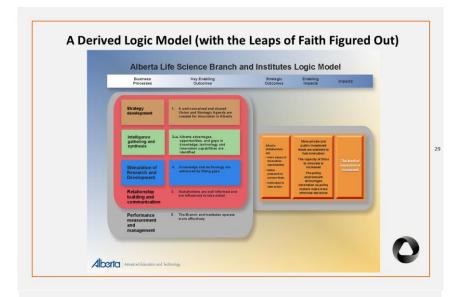






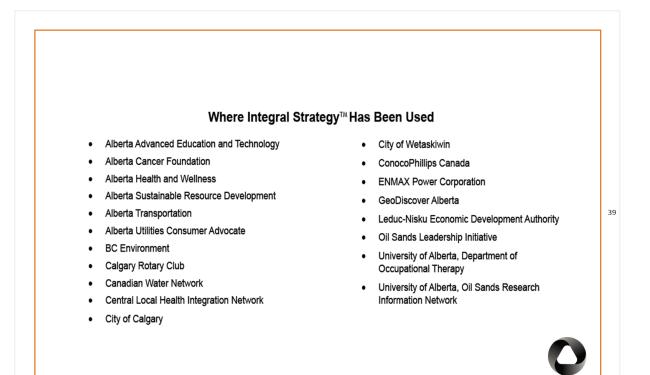












5. Examples and Ways That the Strategy Roadmap is Used

Examples on the wall include:

- Alberta Advanced Education and Technology: Life Sciences Branch
- BC Environment: Roadmap for Excellence in Knowledge Management
- Alberta Sustainable Resource Development: GeoDiscover Program Development Strategy
- Alberta Sustainable Resource Development: Alberta GeoSpatial Imagery Initiative
- Alberta Utilities Consumer Advocate: Roadmap to Excellence

Applications of the Roadmap:

- Setting priorities (priority pathways and actions)
- Project chartering at the Action level
- Designing and implementing a custom performance measurement system tied directly to the intended results
- Accountability at the outcome level (e.g., key enabling outcome level)
- Assessing risk and consequences

6. Scheduling the Remaining Workshops

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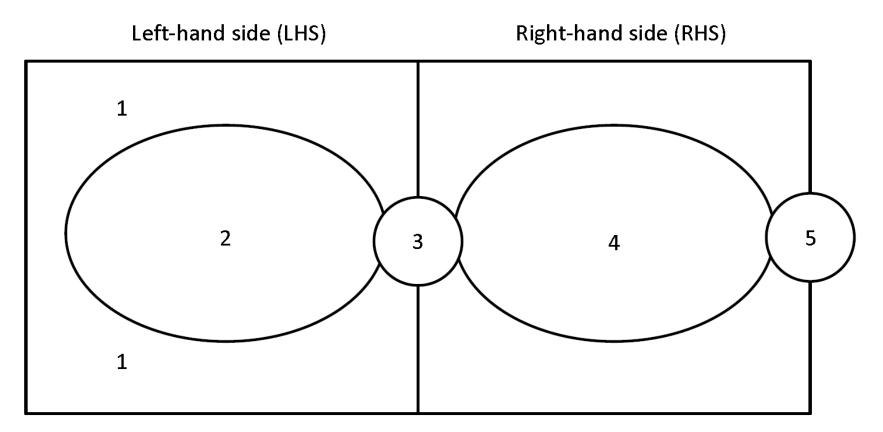
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7. Organizing and Scheduling the Interviews

8. The Zone Map Tool



The area of action – where we have control

- 1 actions and outcomes
- 2 key enabling outcomes
- 3-strategic outcome (our strategic goal)

The bigger context – where we have impact

- 4 enabling impacts
- 5 strategic impact (the desired future)

9. Scope, What's In, What's Out and Other Assumptions that will Affect the Strategy Roadmap Model

- **Assumption** the Strategy Roadmap will aim to serve the intensions of the DataBC Program, one component of which is the important role of strategic oversight provide by the DataBC Council. The actions and outcomes that result from this area of responsibility, as well as other areas, will therefore be modelled within the Strategy Roadmap.
- **Assumption** at a strategic level all of DataBC's current and potential future business should be represented in the Strategy Roadmap
- **Assumption** the recently re-elected government has a strong mandate with some consistent high level intentions laid out. Given DataBC's cross-government and citizen-centred role, it has a continued if not reinforced opportunity to support these intentions in a number of areas.
- Assumption the much of strategic (and tactical) thinking contained in the DataBC Concept of Operations (March 2012) and Citizens @ the Centre: BC Government 2.0 remains highly germane for informing the development of the Strategy Roadmap.
 Question what other strategic documents like this would also be highly germane?

What other key assumptions should we be making or testing as we consider the nature and scope of the Strategy Roadmap?

Notes

10. Magnitude of Change – "the Delta" – to Model in the Strategy Road: Roadmap to Excellence or Transformative Roadmap

DataBC is an integral part to meeting all three Citizens @ the Centre missions as it seeks to turn the data generated by the province into more than just information that serves a particular unit, but into an asset that can transform how we work together and with citizens.

Will the Strategy Roadmap be titled something like – "DataBC's Roadmap for Change: Supporting Government's Transformation Vision"? This level of change puts larger burden on the "left hand side" to deliver on this level of change. The question then is what does transform mean? How is this a strategy that will move things to a new transformative level? It can't just be more of the status quo. What needs to be transformed?

Or, will it be something like – *"DataBC: Our Roadmap to Excellence"*? Tied to this consideration is the timeframe. What timeframe should we be considering?

11. Strategic Context, Drivers, High Level Government Intentions

High Level Government Intentions

- On June the 10th the government issued a series of Mandate letter to its Cabinet Ministers. On the first page is lists what British Columbians have asked for: build a **strong economy**, a **secure tomorrow** and a **lasting legacy for generations** to come.
- These will be enabled (in part) by growing the economy and creating high paying jobs
- **LNG development** is noted as a **generational opportunity** and presumably has an important contribution to the intensions of a **debt-free BC** in the future
- Building a strong economy and sustaining it will afford a strong public service for citizens, world class health care, education, skills training and social safety nets

First Priorities for Government

- Balanced Budget 2013
- Government does not grow
- Conduct a Core Review to structure for success on all its objectives
- Eliminate red-tape to hasten economic development

It starts with a Jobs Plan... and ends with a Debt-Free B.C.

Highlights

Our platform is divided into five key themes that outline our vision for B.C.'s future.

STRONG ECONOMY

1)The B.C. Jobs Plan protects our future

- » Comprehensive strategy to seize B.C.'s liquefied natural gas (LNG) opportunity
- » Small Business tax cut and red tape reduction
- » Targeted strategies to spur growth across B.C.'s economy
- 2)Modernizing Education and Skills Training
 - » Skills training to make sure B.C. workers are first in line for jobs
 - » A 10-year education agreement that respects teachers and benefits students
 - » Early childhood education and childcare benefits for families

BC Jobs Plan - Creating jobs protect and secure BC's future for families; 3 main goals:

- A. Enable job creation by working with employees, communities and post-secondary institutions
- B. Expand markets for BC's goods and services , particularly Asia Pacific and South Asia
- C. Strengthen infrastructure to get goods to market

SECURE TOMORROW

3 A Safe, Clean, Healthy and Affordable B.C.

- » Leading Canada in the reduction of crime
- » Protecting our water, air, land and coastline
- » Doubling hospice beds, training more doctors, and adding 500 addiction spaces
- » Putting the freeze on personal income tax rates and the carbon tax
- 4 Controlling Spending and Balancing the Budget
 - Controlling Spectrum and Balancing the Budget
 Capping government spending increases
 - » Launching a core review of government ministries
 - » Toughening B.C.'s balanced budget legislation
- 5 Roadmap for a Debt-Free B.C.
 - » Debt Paydown Plan for government debt, BC Ferries and BC Hydro
 - » Dedicating LNG revenues to the B.C. Prosperity Fund
 - » Controlling spending while growing the economy

STRONG ECONOMY. SECURE TOMORROW.

Province of British Columbia Strategic Plan 2012/13 to 2014/15, page 24.

Outcome Measures

Government will measure its success in implementing *Canada Starts Here: The B.C. Jobs Plan,* through measurement against the targets included in the plan:

Fiscal and Economic

- Top 2 GDP growth in Canada by 2015
- Top 2 in new job growth in Canada by 2015

International Education

- Increase the number of international students in British Columbia by 50 per cent over the next four years
- Strict new quality-assurance system in place by 2012

Energy and Mines

By 2015, in concert with the private sector, B.C. will see:

- Eight new mines in operation
- Nine upgrades and expansions to currently-operating mines
- At least one LNG pipeline and terminal in operation in Kitimat by 2015, and three in operation by 2020
- Mining permit (Notices of Work) backlog reduced by 80 per cent by August 31, 2012
- Water and Land Act permit backlog reduction of 50 per cent by December 31, 2012

Transportation

- > Deltaport and Ridley Island terminal upgrades completed and operational by 2014
- Border technology and information systems in place by March 31, 2010

Aviation

 YVR to attract one new international carrier per year for the next two years to further develop trade and tourism between B.C. and the Asia-Pacific

Aboriginal Relations

 10 new, non-treaty agreements in place with B.C. First Nations by 2015, to improve economic certainty

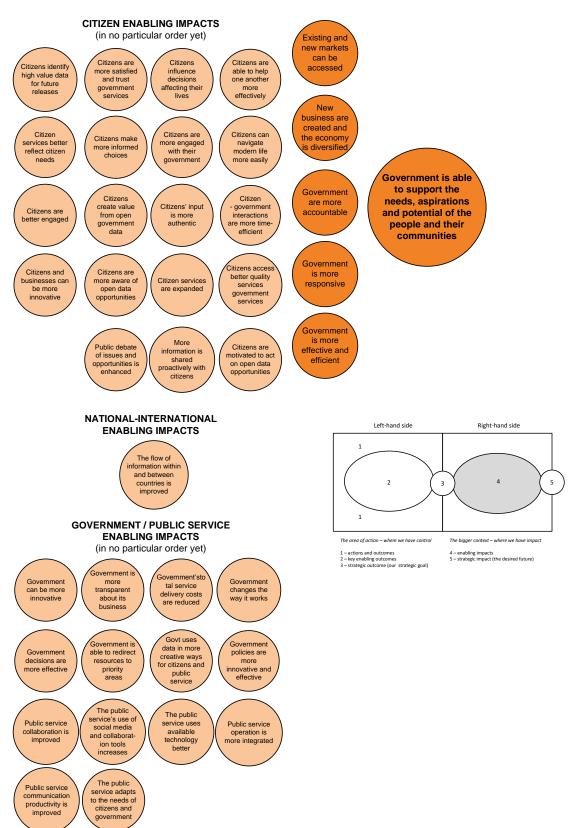
Tax and Regulation

- Small Business Venture Capital Program tax credit enhanced by 2012
- Extension of the Apprentice Training Tax Credit program for an additional three years
- Business tax competitiveness review
- Commitment to net zero regulatory gain through 2015
- Regulatory Reporting Act enacted in 2012

AgriFoods

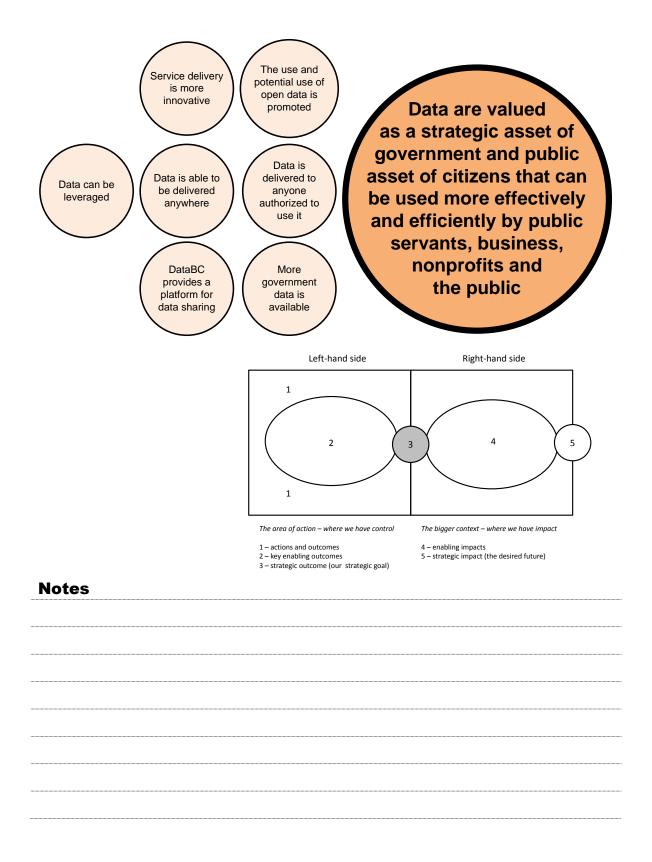
> Report on the greenhouse industry completed and released

The B.C. government is working with the new Jobs and Investment Board, the new Aboriginal Business and Investment Council, industry and other stakeholders to review and set additional targets that will measure our progress on *Canada Starts Here: The B.C. Jobs Plan.*



12. Enabling Impacts (Zone 4)

13. Strategic Outcome (Zone 3)

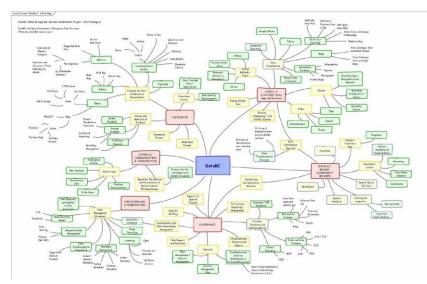


14. Key Enabling Outcomes (KEOs) and contributing Outcomes to KEOs (Zone 2 and 1)

How do these success factors translate into necessary and sufficient outcomes?



What does data BC mean to you – how do these elements translate into necessary and sufficient outcomes for their achievement?



"In the spirit of openness we offer this Open Data Charter for consideration by other countries, multinational organisations and initiatives."



Appendix 1:Discussion Areas for Interviews with or as Written
Feedback1 from BC Data Council Members and Other
Stakeholders

The interviews are informal and conversational in nature and will take about one hour. The following questions provide a general indication of the topic areas we'd like to explore.

- 1. Before we start, do you have any questions about this strategy development assignment we are starting?
- 2. **DataBC Next Phase** In the background information on the assignment it says "As a program, our interest is in moving DataBC into its next phase..."
 - What does the "next phase" for DataBC look like from your perspective; from a cross-government perspective (enterprise); from your Ministry's perspective and from a citizen's perspective (open)?
 - Open Data has had a strong push from the most senior levels of government in the last few years but is not mentioned as explicitly in the recent plans of government any thoughts on this?
 - The G8 Charter which has been endorsed by the Council is seen as a catalyst for the Council to move to a more strategic mode do you have any specific thoughts on this?
- 3. **Council Responsibilities** The Terms of Reference for DataBC Council list a number of responsibilities briefly, to what extent has the Council been providing these functions:
 - Program oversight, direction, priorities, policy recommendations
 - A forum exploring and sponsoring cross-sector or enterprise level collaboration and partnerships
 - Advocacy for enterprise and open data and associated cultural change around seeing data as a strategic and public asset; changing out government works

Which of these do you think is most important? Are there any functions missing that are key in your mind?

4. Success 2013+ – What does success look like for DataBC and the Council (in this next phase) – in terms of things <u>you/they have control over</u> and can truly make progress on and ultimately achieve?

¹ Provision of <u>any</u> written feedback on these or related thoughts you may have would be most appreciated, particularly in those cases where interviews are not feasible. Please send your feedback to <u>keith@rkeithjones.com</u>. Thank you.

- What can DataBC do ensure this success?
- What can the Council do (better) to ensure this success?
- 5. Challenges to Success What are the top 3 challenges?
 - From your perspective; from a cross-government perspective (enterprise); from your Ministry's perspective and from a citizen's perspective (open)?
- 6. Opportunities What are some key opportunity areas we are missing out on?
 - From your perspective; from a cross-government perspective (enterprise); from your Ministry's perspective and from a citizen's perspective (open)?
- 7. Awareness of Council's Work what is the level of awareness of the work of the Council and DataBC within government; and outside of government?
- Ministry Mandate Letters I as you are aware, with a renewed mandate, each Minister has been given a Mandate Letter – the first 8 paragraphs are the same for all of the letters and include:
 - Highest level aspirations: *build a strong economy, a secure tomorrow and a lasting legacy for generations to come; charting a course to a debt-free BC;* and *we have a generational opportunity to develop LNG*
 - Priorities are: bringing back the *Balanced Budget 2013*; ensuring government does not grow; conducting a core review...; and, eliminating red-tape so we can get to yes on economic development without needless delay

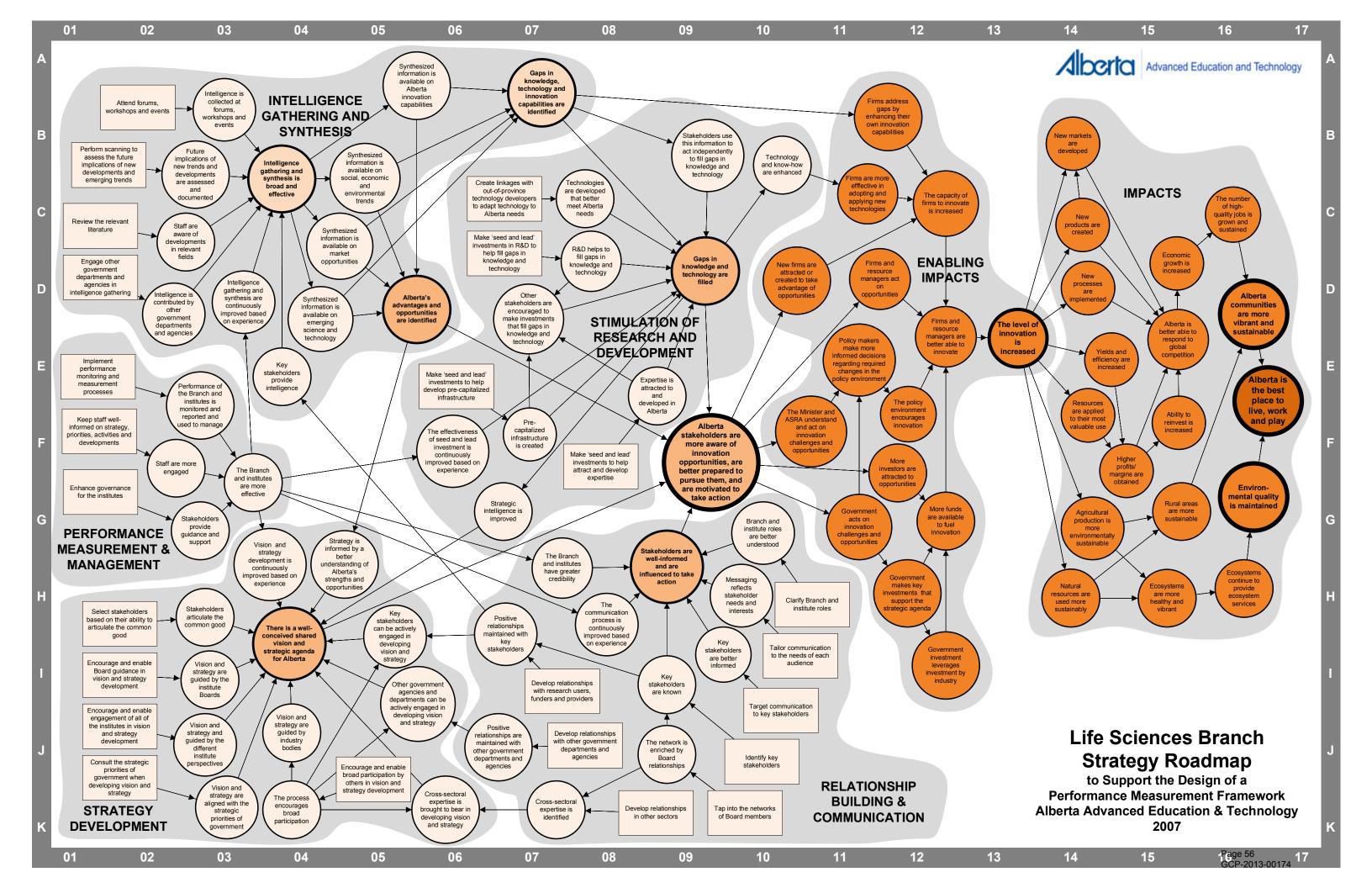
As you read or hear these aspirations and priorities do have any immediate thoughts in terms of their implications to the strategy we are developing for DataBC and the work of the Council?

9. **Ministry Mandate Letters II** – The next set of paragraphs and bullet points outline the specific expectations of the Minister for her / his portfolio.

As you read through these expectations², do have any immediate thoughts in terms of their implications to the strategy we are developing for DataBC and the work of the Council?

- 10. Is there anything we haven't talked about that you think should be raised?
- 11. Thanks for taking the time; can I get back to you if we have any further questions?

² The list of expectations will be provided at the interview or are available at: <u>http://www.gov.bc.ca/premier/cabinet_ministers/</u>



Business Processes	Key Enabling Outcomes	Strategic Outcomes	Enabling Impacts	Impacts
Strategy development	1. A well-conceived and shared Vision and Strategic Agenda are created for innovation in Alberta			
Intelligence gathering and synthesis	3 _{a+b} . Alberta advantages, opportunities, and gaps in knowledge, technology and innovation capabilities are identified	Alberta stakeholders are: • more aware of	More private and public investment funds are available to fuel innovation	
Stimulation of Research and Development	4. Knowledge and technology are enhanced by filling gaps	innovation opportunities • better prepared to pursue them • motivated to	The capacity of firms to innovate is increased The policy environment encourages innovation as policy	The level o innovation increased
Relationship building and communication	2. Stakeholders are well informed and are influenced to take action	take action	makers make more informed decisions	
Performance measurement and management	5. The Branch and Institutes operate more effectively			

Advanced Education and Technology

Developing a Strategy Roadmap for the DataBC Program

Discussion Areas for Interviews with or as Written Feedback¹ from BC Data Council Members and Other Stakeholders

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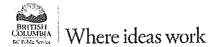
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Ministry of Citizens' Services
INVOICE CODING SHEET

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Page 60 GCP-2013-00174





September 6, 2013

Elaine Dawson Ministry of Technology, Innovation and Citizen Services 525 Superior Street PO Box 9439 STN PROV GOVT Victoria BC V8W 9V3

s 22

INVOICE: RKJA-699

Re — Strategic Planning DataBC – Contract C14EDS¹

• Tasks 1a and 1b, 2a (1/2) – as per work plan in proposal

 tel:
 250-598-2635

 fax:
 250-598-2630

 keith.jones@telus.net

FEES

3d @ \$1500/d		\$4,5000.00
GST (5%) (No. 89322 1184 RT)		NA
Total Fees & HST	·	\$4,500.00

Expenses

		NA
Total Expenses		\$0.00

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	TOTAL Fees, HST &			\$4,500.00
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Thank you for the opportunity to contribute. Please make payable to - *R. Keith Jones & Associates.*

Yours truly,

<u>R. Keith Jones</u> Principal

¹ Client 112; Responsibility Centre 32749; Service Line 30336; STOB 6309; Project 3200303

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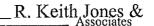
Ministry of Citizens' Services

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* BRIEF PAYMEN			IFICATI	ION:		The goods provided or services delivered have been inspected or reviewed; and the goods or services were properly received and documentation to support the account has been verified (i.e., goods: as ordered,				
Note: This is also t	he line description d	isplayed on GL	detail re	ports.		correct quantity and suitable quality; services: as contracted, appropriate deliverables and/or performance criteria met; or other conditions, if any, have been met).				
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R. Keith Jones - C14EDS29771 - Sept 2013						* ////				
ADDITIONAL INFORMATION OR INSTRUCTIONS:								Q	RSIGNATURE	
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BRANCH BUSINESS CONTACT NAME AND PHONE NUMBER:									ACCOUNTS DAT	E STAMP
TANYA GESSEL	IN 250-952-795	00				·				
* Note: Fields with	n an asterisk do no	t need to be c	omplet	ed for iProc	urem	ent invo	ices.			
CS CFS 017 REV. MAR/13							Page 62 GCP-2013-00174			



6 304 3203303

October 6, 2013

Elaine Dawson Ministry of Technology, Innovation and Citizen Services 525 Superior Street PO Box 9439 STN PROV GOVT Victoria BC V8W 9V3

s 22

INVOICE: RKJA-704

Re — Strategic Planning DataBC – Contract C14EDS¹

• Tasks 2a, (1/2), 2b, 3a, 3b (1/2) – as per work plan in proposal

tel: 250-598-2635 fax: 250-598-2630

tax;	250-598-2630	FEES
keith.j	ones@telus.net	

3.5d @ \$1500/d	\$5,250.00
GST (5%) (No. 89322 1184 RT)	NA
Total Fees & HST	\$5,250.00

Expenses

	NA
Total Expenses	\$0.00

TOTAL Fees, HST & Expenses:	\$5,250.00

Thank you for the opportunity to contribute. Please make payable to - *R. Keith Jones & Associates.*

Yours truly,

R. Keith Jones Principal

¹ Client 112; Responsibility Centre 32749; Service Line 30336; STOB 6309; Project 3200303

Lawrance, Greg J GCPE:EX

From:	R. Keith Jones [keith@rkeithjones.com]
Sent:	Wednesday, September 11, 2013 3:38 PM
То:	Lawrance, Greg J GCPE:EX
Cc:	Wrate, David GCPE:EX; Dawson, Elaine M GCPE:EX
Subject:	RE: FYI re DataBC Council Stategy Sessions - confirming ongoing participation from key agencies

Thanks for this update, Greg. A few questions for the three of you please:

My thought was to have **two distributions asking for written feedback.** Each would be sent individually from me to them. I would note that recognizing that their time is limited, please focus on those sections of most importance to them. If time is limited The key questions to focus on from our viewpoint to focus on would be

Distribution #1

This would be for <u>those that were at the first workshop</u>. I am thinking that this would be accomplished by a cover note with the Workbook attached. My cover note would: thank them for attending and ask them to provide me with any helpful feedback on a few highlighted sections (in yellow) in the Workbook specifically:

- Section 9 Scope and assumptions if there is any outstanding thoughts on these
- Section 10 Magnitude of Change...
- Section 12 Enabling Impacts (Zone 4)
- Section 13 Strategic Outcome (Zone 3) including the 7 outcomes to left of the straw dog
- Appendix 1 Question 4, 5, 6 and 10.

I am assuming that for people like Lori Collins who was at the 1st workshop it still makes sense to ask for any feedback she may have.

Distribution #2

This would be for people who we have **not** been engaged yet in the process. I would still send them the Workbook but ask them to focus on a different subset pages – page 2, page 3, [perhaps page 4 upper slide, page 5 upper slide, page 9], Section 9, Section 10, Appendix 1 – Questions 1, 4, 5, 6 and 10.

In lieu of them trying to make sense of pages 4-9, I am wondering if we might offer a brief orientation session for them say at 1245 on Oct 3rd? Does that make any sense?

How does this sound as a plan?

Distribution #1 - I can get on with it immediately.

Distribution #2 - Did you intend to send out a head-up for the Distribution #2 folk? Otherwise my email comes out of the blue. Once you receive confirmation from CSNR, Health and Finance I can get that set of emails out next.

Thanks all for your guidance! Keith

R. Keith Jones & Associates MSc P.Biol. CMC

s 22

keith@rkeithjones.com

t: 250-598-2635 C: s 17

Innovation Expedition Affiliate / Challenge Dialogue System <u>www.innovationexpedition.com</u> Integral Strategy[™] Practitioner / Strategy Roadmaps – integralstrategy.net

From: Lawrance, Greg J GCPE:EX [mailto:Greg.Lawrance@gov.bc.ca]
Sent: September-10-13 2:15 PM
To: 'R. Keith Jones'
Cc: Wrate, David GCPE:EX; Dawson, Elaine M GCPE:EX
Subject: FYI re DataBC Council Stategy Sessions - confirming ongoing participation from key agencies

Keith,

We are working through the list to confirm who to invite/solicit (I), and who to CC for the next and ongoing strategy sessions. We are trying to ensure people with decision making / leadership capacity from across sectors are represented.

This is the current status of that list – we are awaiting confirmation from CSNR, Health and Finance on who will attend for each of these three key organizations.

Will send you a note when we know more.

Please give me a call if you have any questions.

		First					
Status	Sector	Name	Last Name	Company	Department	Job Title	Assistant's
				Community, Sport			
				and Cultural			
Alternate	Economy	Lori	Collins	Development			Bruce Klett
				Community, Sport		CIO and	
				and Cultural	Management	Executive	
Member	Economy	Bruce	Klette	Development	Services Division	Director	Bruce Klett
				Community, Sport			
				and Cultural			
Alternate	Economy	Rulen	Tosh	Development			Bruce Klett
Member	Economy	Nathan	Nankivell	Labour			
				Public Sector		Director,	
				Employers'	Public Sector	Compensation	
				Council	Employers' Council	Data &	
Member	Economy	Tim	Jah	Secretariat	Secretariat (PSEC)	Research	
					A/CIO and		
Member	Education	Jordan	Perrey	AEIT	Executive Director		
					Executive Director,		
					Post-Secondary		
					Audit and		
Member	Education	Jacqui	Stewart	AEIT	Accountability		
Alternate	Education	Charito	Elderfield	Education			Eve Gaude
Member	Education	Eve	Gaudet	Education			

Member	Finance	Don	Ерр	Finance			
	1				OCG - Financial	1	1
					Reporting and	Executive	
Member	Finance	Carl	Fischer	Finance	Advisory Services	Director	Millie Van I
					Corporate and	Director,	
			Laine		Ministry Support	Business	
Member	Finance	Bonnie	Farrell	Finance	Services	Applications	
	1			1	<u> </u>	A/Executive	1
						Director,	
					Office of the	Financial	
i i i i i i i i i i i i i i i i i i i					Comptroller	Management	
Member	Finance	Tamara	McLeod	Finance	General	Branch	-
I					Internal Audit &	Comptroller	
Member	Finance	Stuart	Newton	Finance	Advisory Services	General	Tracey Bac
Member	Finance	Steve	Rossander	Finance			
Member	Health	Carlos	Caraveo	Health			
Alternate	Health	Gay	Corbett	Health			
Review	Health	David	Godfrey	Health			
Member	Health	Wendy	Taylor	Health			
Member	Health	Shirley	Wong	Health			??
Alternate	Justice	Alan	Castle	Ministry of Justice			
				T _	Court Services		Ţ
Member	Justice	Dan	Chiddell	Ministry of Justice	Branch	Director	Diane Land
Member	Justice	Steve	Gidden	Ministry of Justice			
Alternate	Justice	Andrew	Mitchell	Ministry of Justice			
Member	Justice	Nancy	Pearson	Ministry of Justice			
					Corporate Services	Team Lead	
					for the Natural	Data A rebite sture	
Alternate	NR	Glenna	Boughton	CSNR	Resource Sector	Architecture	
ł					Corporate Services for the Natural		
New	NR	Terry	Gunning	CSNR	Resource Sector	Director	
		ТСПу	Guinnib		Corporate Services	CIO and	
					for the Natural	Executive	
Alternate	NR	Doug	Say	CSNR	Resource Sector	Director	
				Energy, Mines			
Member	NR	Larry	Jones	and			
1					Environmental		
1					Sustainability and	Director,	
1	I				Strategic Policy	Knowledge	
Member	NR	Fern	Schultz	Environment	Division	Management	Elaine Jenn
I				Forests, Lands and			
Ι.				Natural Resource			
Member	NR	Andy	Calarco	Operations	<u> </u>		<u> </u>
I						Director Forest	
I				Forests, Lands and Natural Resource	Resource Stewardship	Analysis and	Cindu Eran
Member	NR	Albert	Nussbaum	Natural Resource Operations	Stewardship Division	Inventory Branch	Cindy Fram 6785
Member		Albert	Nussuaum	Operations	DIVISION	Diancii	0705

				Government		Director,	
				Communication		DataBC -	
Chair	Service	Elaine	Dawson	and Public Engagement	Strategic Initiatives Division	Enterprise Data Services	
Clian	Service	Eldine	Dawson	Government	DIVISION	Executive	
				Communication		Director,	
				and Public	Strategic Initiatives	Citizen	
Member	Service	David	Hume	Engagement	Division	Engagement	
				Government	-	<u> </u>	
				Communication		Metadata and	
				and Public	Strategic Initiatives	Catalogue	
Secretariat	Service	Greg	Lawrance	Engagement	Division	Services	ļ
				Government	D. Marcanal		
				Communication and Public	Business and Workforce	Director	
Co-Chair	Service	David	Wrate	Engagement	Transformation	Director, Design Strategy	
New	Service	David	Rutherford	OCIO		Design Strates	
New	Service	Derek	Kuthenora	Technology,			
				Innovation and			
Alternate	Service	Paul	Gosh	Citizens' Services	BC Stats	Director	
				Technology,			
				Innovation and			
Member	Service	Martin	Monkman	Citizens' Services	BC Stats	Director	<u> </u>
				Technology,	Business and	Community	
				Innovation and	Workforce	Evangelist and	
Guest	Service	Loren	Mullane	Citizens' Services	Transformation	Web Lead	
				Technology,			
				Innovation and			
Alternate	Service	Craig	Randle	Citizens' Services			
				Technology, Innovation and			
Member	Service	Corinne	Timmerman				
MEILDEL	Jervice	Comme	Tillineman	Technology,			
				Innovation and			
Member	Service	Kathleen	Ward	Citizens' Services			
				Children and	Information		
				Family	Management &		
Member	Social	Ken	Reimer	Development	Governance	Director	
Member	Social	Martin	Wright	MCF			
						Executive	
						Director,	
					Employment and	Strategic Policy	
Mariahan		Dahaut	D	Social	Income Assistance	& Research	Vatia Duana
Member	Social	Robert	Bruce	Development	Branch	Branch	Katie Brand
						Chief Information	
					Information	Officer &	
,	1						
				Transportation	Management	Executive	

					Information	
				Transportation	Management	
New	Transportation	Alex	Ritchie	and Infrastructure	Branch	

Greg Lawrance | (250) 952-6803 | <u>greg.lawrance@gov.bc.ca</u> <u>Metadata</u>, <u>Catalogue Services</u>, <u>HectaresBC</u>

DataBC Enterprise Data Services

Strategic Initiatives Division Government Communication and Public Engagement

Lawrance, Greg J GCPE:EX

Subject:	DataBC Council - August Meeting moved to September
Location:	CITZ R Orca Rm 1-191, 25 persons CITZ:EX
Start:	Thu 2013-09-05 1:30 PM
End:	Thu 2013-09-05 3:30 PM
Show Time As:	Tentative
Recurrence:	(none)
Recurrence Pattern:	every 6 weeks on Thursday from 1:30 PM to 3:30 PM
Meeting Status:	Not yet responded
Organizer: Required Attendees:	Dawson, Elaine M GCPE:EX Boughton, Glenna CSNR:EX; Bruce, Robert MSD:EX; Epp, Don FIN:EX; Fischer, Carl M FIN:EX; Gosh, Paul CITZ:EX; Hume, David GCPE:EX; Jah, Tim PSEC:EX; Jones, Larry MEM:EX; Klette, Bruce CSCD:EX; Laine Farrell, Bonnie FIN:EX; McLeod, Tamara FIN:EX; Nankivell, Nathan LBR:EX; Newton, Stuart A FIN:EX; Nussbaum, Albert F FLNR:EX; Perrey, Jordan AVED:EX; Reimer, Ken P MCF:EX; Schultz, Fern ENV:EX; Wrate, David GCPE:EX; Wright, Martin P MCF:EX; Taylor, Wendy E CITZ:EX; Calarco, Andrew FLNR:EX; Chase Wilde, Linda JTST:EX; Wong, Shirley M HLTH:EX; Rossander, Steve W FIN:EX; Collins, Lori M CSCD:EX; Gaudet, Eve EDUC:EX; Caraveo, Carlos HLTH:EX; Lawrance, Greg J GCPE:EX; Timmermann, Corinne CITZ:EX; Gidden, Stephen JAG:EX; Monkman, Martin CITZ:EX; Chiddell, Dan J JAG:EX; Ward, Kathleen CITZ:EX; Stewart, Jacqui AVED:EX; Pearson, Nancy JAG:EX; Holmes, Kjerstine L JAG:EX; Rutherford, Derek CITZ:EX; Ford,
Optional Attendees:	Tamara TRAN:EX; R. Keith Jones; Bailey, Ian D CITZ:EX Mullane, Loren GCPE:EX; Tosh, Rulen CSCD:EX; Elderfield, Charito EDUC:EX; Ponsford, Caroline EDUC:EX; Gunning, Terry CSNR:EX; Kernaghan, Lori CITZ:EX; Lester, Victoria A CITZ:EX; Corbett, Gay HLTH:EX; Ritchie, Alexander TRAN:EX; Fritz, Debbie TRAN:EX; MacLennan, Alex CITZ:EX; Godfrey, David A HLTH:EX

DataBC Council

Meeting moved forward one week to September 5. 2013 NEW Location – The ORCA BOARDROOM – 548 Michigan NOTE – Given this is a strategic workshop for the Council, please attend in person – there will be no live meeting participation.

Dear DataBC Council Members

Please advise that the Council meeting originally scheduled for August 1 is being moved to September 5th.

Thank you for the feedback on the G8 Open Data Charter. At this next session we will start the strategic planning sessions with the council based on the G8 Principles of:

- 1. Open Data by Default;
- 2. Quality and Quantity;
- 3. Useable by All;
- 4. Releasing Data for Improved Governance; and
- 5. Releasing Data for Innovation

It is important for all members to be present at this session. Please do not send delegates.

Thanks

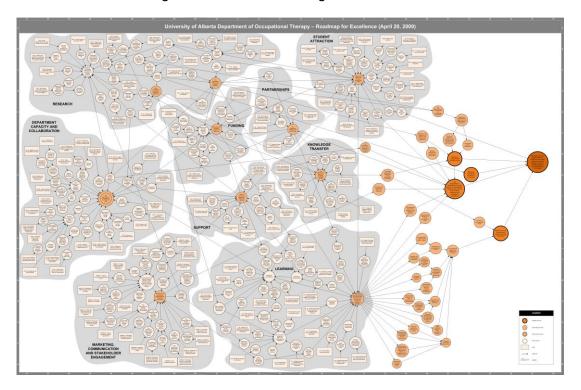
Previous meeting minutes and agenda will be posted to the DataBC Governance SharePoint - <u>https://bawt.gov.bc.ca/databc/default.aspx</u>

THE STRATEGY ROADMAP, HOW TO READ ONE AND KEY FEATURES

The Integral Strategy[™] methodology (the mapping of outcomes and impacts) is a new approach for defining and managing strategy. It clarifies the outcomes that must be achieved, and identifies all of the required actions. When completed, it provides a detailed roadmap for execution. Accountability can be assigned for each of the actions, and performance can be measured by monitoring outcomes to see if they are actually being achieved.

A Visual Representation of Strategy — How to Read a Strategy Roadmap

The Integral Strategy methodology creates a visual representation of strategy on a single page called a Strategy Roadmap. The strategic goal is positioned at the centre of the map. Actions and enabling outcomes that contribute to achieving the goal are located on the left-hand side of the map, and arrows show how they contribute to realizing the desired result. Impacts created through successful achievement of the goal are shown on the right-hand side.



The Strategy Roadmap, How to Read One and Key Features

www.integralstrategy.net

Clusters of actions and outcomes in the Roadmap represent platform capabilities required to implement the strategy.

Roadmap Symbols

The symbols used in the Roadmap represent the strategic goal, key enabling outcomes, other outcomes, actions, causal links and capabilities.

	LEGEND
ightarrow	strategic outcome
\bigcirc	key enabling outcome
\bigcirc	system-wide outcome
\bigcirc	other outcome
	action
\rightarrow	causal link
	capability

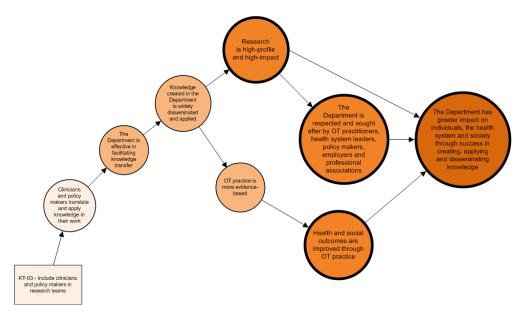
These are defined as follows:

- Strategic goal the organization's ultimate strategic objective
- Key enabling outcomes major contributors to achieving the organization's strategic goal, associated with the creation or enhancement of a capability
- Other outcomes stepping stones to the achievement of key enabling outcomes, where every outcome is expressed in a way that is measurable or verifiable
- Actions projects or initiatives designed to produce outcomes.
- Causal links relationships between actions and outcomes that collectively define the logic for implementing a strategy
- Capabilities platform capacities required for the organization to successfully realize its strategy

The Strategy Roadmap, How to Read One and Key Features

Chains of Outcomes

Strategic outcomes are created through chains of outcomes that lead to a final result. Each chain starts with an action that creates an initial outcome. This outcome – combined with others – supports the achievement of higher-level outcomes downstream.



A Tool for Successful Implementation

The mapping of outcomes provides a strong foundation for the successful implementation of strategy. Many strategies fail due to a variety of risks, including:

- Fragmented vision (Do we know what we are trying to accomplish?)
- Poor strategic alignment (Are we doing what we need to do to get there?)
- Poorly defined outcomes (How do we define success?)
- Incomplete sponsorship (Is there strong leadership?)
- Weak commitment (Are stakeholders committed?)
- Poorly defined roles (Does everyone know what they need to do?)
- Ineffective program management (Are we getting the intended results?)

By bringing clarity to strategic goals and concretely identifying the actions and outcomes required to achieve them, outcome mapping helps to address these risks.

The Strategy Roadmap, How to Read One and Key Features

Shared Vision

The Strategy Roadmap:

- communicates the logic and rationale for getting results;
- shows how each action contributes to outcomes;
- identifies required necessary and sufficient actions;
- surfaces key assumptions; and
- provides an effective way of communicating with stakeholders.

Increased Strategic Alignment

The Strategy Roadmap:

- ensures that actions produce outcomes that are aligned with strategic objectives;
- provides a high-level view of the required change;
- identifies targeted results; and
- explicitly links actions to outcomes.

Well-Defined Outcomes

The Strategy Roadmap:

- clarifies expected strategic outcomes;
- identifies specific outcome streams;
- establishes metrics to measure the achievement of results; and
- creates an action plan for implementation that has a much higher likelihood of delivering the anticipated results.

Complete Sponsorship

The Strategy Roadmap:

- shows the full scope of required activity; and
- surfaces sponsorship issues and assumptions.

Clear Commitment

The Strategy Roadmap:

establishes a process for involvement and buy-in at all levels.

Well-Defined Roles

The Strategy Roadmap:

 defines accountability and responsibility for actions and outcomes in a measurable way.

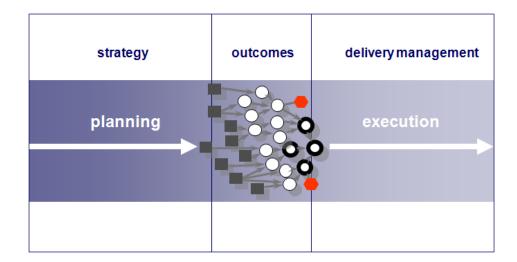
More Effective Program Management

The Strategy Roadmap:

- provides a detailed plan for executing the strategy and monitoring results;
- shows the complete scope and effort required to implement the strategy;
- integrates the people, process, product, organization, technology and asset contributions needed to create the required capabilities;
- identifies sources of risk and defines mitigating actions;
- documents major assumptions that may impact program delivery; and
- shows the downstream impact of issues encountered during execution.

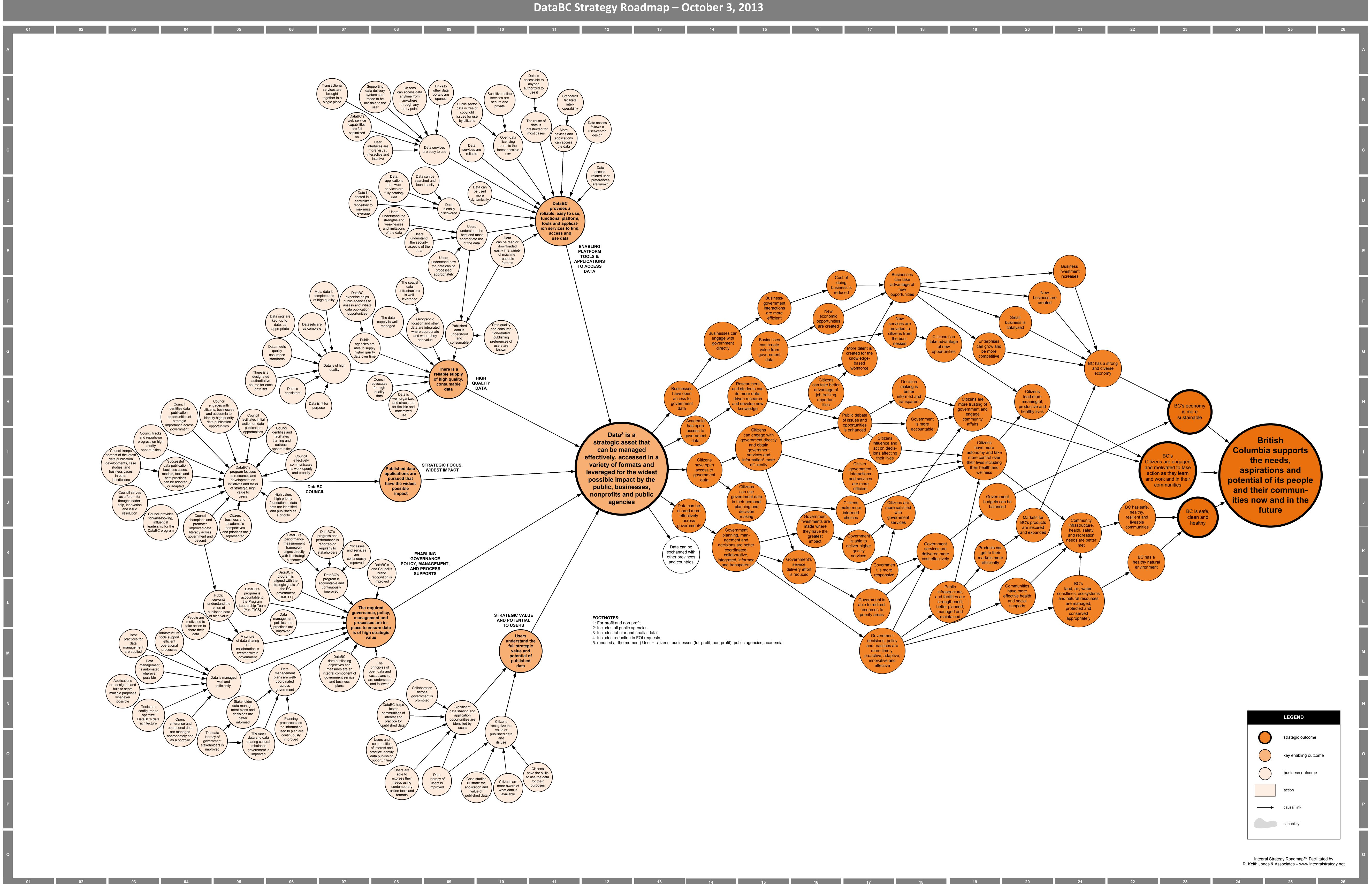
The Bridge between Planning and Execution

The outcome map creates a bridge between planning and execution: encouraging clear thinking when developing strategy, and providing a framework that can be used during execution to assign accountability, monitor progress, and measure performance.



R. Keith Jones & Associates Integral Strategy Practitioner and Facilitator keith@rkeithjones.com 250-598-2635

The Strategy Roadmap, How to Read One and Key Features



20. Data can be searched and found 19. Data and easilv 26. Data is machine accessible web services are fully catalogued 21. Data can be discovered easily 25. User interfaces are visual, inter-active and intuitive 27. Data access 24. Data sets are designed to consider broad user access at the outset services are easy to use 37. Users understand data security consider-ations 36. Access to subject matter expertise is available strengths and 35. Users understand the data structure weaknesses of the data and limitations for its 34. Users understand open data licensing Data is well-organized and structured for flexible and maximized use 60. Errors are identified before data 31. Users have the skills to use the data 59. Users can communicate noted data errors is released 61. Data errors are addressed as soon as possible 52. Data meets quality 58. Data sets are current complete 52. Data and comprehen-sive, as appropriate meets quality assurance standards 53. There i 57. Only one version of the data exists strong advocacy for quality data 62. Data quality 56. Data is consistent ncreases 'ittle 49. Current resources are sufficient 48. Little additional effort is required. 55. Data is fit for purpose known 47. Data release is a design consideration at the outset of 46. Data sets their creation 43. Data suppliers release the same data that they consume are mapped-out to support the process 44. There is a system to publish consistent, repeatable data 45. Data processes are optimized across the data life cycle 72. Progress on provincial data management strategies and initiatives are tracked and reported-on \sim 71. Best practices for data manage-ment are applied 70. Open, enterprise and operational data are managed appropriately as a portfolio

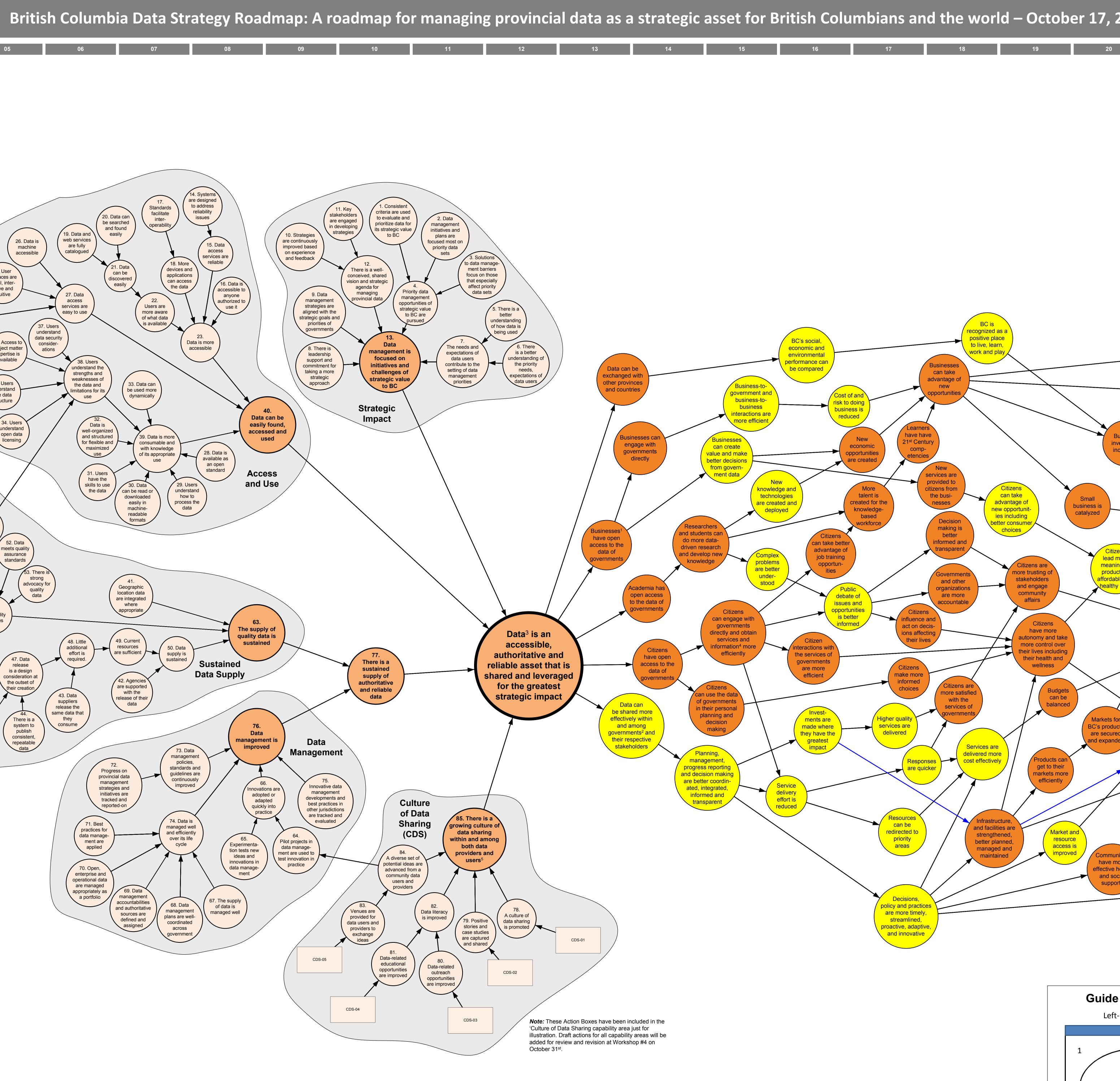
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FOOTNOTES: 1: For-profit and non-profit 2: Governments: Federal, First Nations, Provincial, Territorial and municipal / local 3: Includes tabular and spatial data 4: Includes reduction in FOI requests

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5: Users: citizens, businesses (for-profit, non-profit), public agencies, academia

Guide The area of actio 1 – actions and o 2 – key enabling 3 – strategic outc

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			action action causal link New impact causal since October 3, 20	P linkages 013
tion – where we have control d outcomes ng outcomes utcome (our strategic goal)	The bigger context – where we have imp 4 – enabling impacts 5 – strategic impact (the desired future) 6 – title of the Roadmap	act	capability Integral Strategy Roadmap™ Fac	Q