

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

• Ministry Contract No.: C13CFFS28275
(J.L. McDonald)
Requisition No.: _____
Solicitation No.(if applicable): RFP #SA – MF 2
Commodity Code: _____

Contractor Information

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(Incorporation # 042779-9)
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Financial Information

Client: 022
Responsibility Centre: 32056
Service Line: 34083
STOB: 6101
Project: 3200000

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SCHEDULE A – SERVICES

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

SCHEDULE B – FEES AND EXPENSES

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

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 24th day of December, 2012.

BETWEEN:

Heenan Blaikie Consulting (the "Contractor") with the following specified address and fax number:
2200 – 1055 West Hasting Street, Vancouver, BC. V6E 2E9
604 – 669 – 0011

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Finance (the "Province") with the following specified address and fax number:
1 st Floor – 617 Government Street, Victoria BC, V9W 9V1
250 – 387 - 9093

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

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

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION


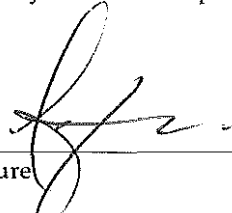
14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the 24th day of December 2012 by Heenan Blaikie Consulting (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p>Jessica L. McDonald</p> <p>Print Name(s)</p> <p>Executive Vice-President</p> <p>Print Title(s)</p>	<p>SIGNED on the 24th day of December, 2012 on behalf of the Province</p> <p>by its duly authorized representative:</p> <p></p> <p>Signature</p> <p>Doug Foster</p> <p>Print Name</p> <p>ADM - FINANCE SMO.</p> <p>Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on December 24, 2012 and ends on December 24, 2014.
2. At the sole discretion of the Province, the initial term in section 1 of this Part 1 may be extended for an additional two-year period ending December 24, 2016.

PART 2. SERVICES:

1. There are no Services described in this Schedule A. Pursuant to RFP #SA – MF2 ("RFP"), the Ministry of Finance described a process by which the Contractor is selected to be available to provide Services on an "if, as and when requested" basis, specifically to a wide range of ministries and organizations within the provincial public sector. Such Services may include a wide-range of ministerial and Cabinet/Treasury Board level strategic and expert advice, analysis and assistance as necessary to plan and manage/lead initiatives. The Services may include those areas described in section A2 of the RFP.
2. If, as and when requested by the Province, the Province will provide a draft Statement of Work to the Contractor for consideration. Upon execution of a Statement of Work, the Contractor agrees to provide the Services described in the applicable Statement of Work.
3. The Contractor will meet any timelines, provide deliverables and comply with reporting requirements, as described in each Statement of Work.

PART 3. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Jessica L. McDonald.
2. The Contractor may request changes to the Key Personnel and, if agreeable to the Province, the parties will execute an amendment detailing such changes.

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: \$300,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement, cumulative for all Statements of Work (exclusive of any applicable taxes described in section 3.1(c) of this Agreement). Each Statement of Work will specify the maximum amount payable pursuant to that Statement of Work.

2. FEES:

Each Statement of Work will detail the applicable fees. However, under no circumstances will any fees under a Statement of Work be permitted to s17, s21

3. EXPENSES:

Each Statement of Work will detail the applicable expenses.

4. STATEMENTS OF ACCOUNT:

Each Statement of Work will detail the applicable process for obtaining payment of any fees and expenses. In the event that a Statement of Work does not specify a process, the following will apply.

Statements of Account: In order to obtain payment of any fees and expenses under a Statement of Work (each a "Billing Period"), the Contractor must deliver to the Ministry or Organizational Lead specified in the Statement of Work on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Ministry or Organizational Lead 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 during the Billing Period, or all (units/deliverables) provided during the Billing Period, as applicable, 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 in relation to the Services for the Billing Period;
- (f) a description of this Agreement and the applicable Statement of Work;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Ministry or Organizational Lead.

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (In these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for HST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

2. Mileage Rates When Using Private Vehicle:

Effective March 29, 2009, the private mileage allowance is \$.50 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html#suppliers. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required.

PAI (personal accident insurance) will not be reimbursed.

CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide at www.pss.gov.bc.ca/csa/categories/accommodation/list-of-properties.html. Rates may vary between summer, winter and shoulder seasons. Only the single government rate will be reimbursed.

The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) Private lodging (receipts are not required):

\$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the ministry director must accompany the expense claim.

Other Expenses

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. HST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded HST. A contractor with an HST registration number can claim input tax credits from Canada Revenue Agency.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any miscellaneous expenses.

TRAVEL EXPENSE CLAIM FOR SERVICE CONTRACTORS

FORM USAGE

This form is for use by service contractors to claim travel expenses. The original claim form and applicable receipts must be attached as back up to the service contract invoice. Refer to the service contract *Appendix 1* for guidelines, allowable rates and receipt requirements.

DATE OF TRAVEL 20 ____		PLACES TRAVELLED	PERSONAL VEHICLE USE DISTANCE x KM RATE _____		BUS/TAXI/ AIR/FERRY COSTS	B L D ✓ ✓ ✓	MEALS:	ACCOMMODATION COSTS	MISCELLANEOUS (CAR RENTAL, BUSINESS PHONE, ETC.) COST DESCRIPTION		TOTAL DAILY COSTS
M	D	FROM/TO (ENTER CITY NAMES)	KM	\$	\$		\$	\$	\$		\$
Example											
04	06	Victoria Vancouver	100	50 00	71 00	✓ ✓	35 50				156 50
										CLAIM TOTAL	

Embedded HST should not be claimed by service contractors. Please ensure HST is deducted from travel receipts.

Service Contractor's Signature

INVOICE PAYMENT POLICY FOR SERVICE CONTRACT INVOICES

The Ministry of Finance pays service contract invoices as follows:

- These time frames apply to **correctly submitted** invoices only. Refer to "Invoice Instructions for Contractors" for a listing of invoice requirements.
- It is our expectation that your monthly invoice will be **processed by the program area in 5 working days**. It will then be forwarded to the central Accounts Office for payment processing. Contractors should expect to receive a cheque in the mail approximately 30 days from the date the invoice is received in the Accounts Office.
- Payments are processed by the central Accounts Office on a "first in, first out" basis. Requests for special treatment cannot be accommodated.
- Cheques will be mailed directly to the contractor at the address shown on the invoice. Note that this address must match the address on the contract.

Billing Frequency

Contractors must submit invoices no more than once a month.

Interest

Interest is automatically paid effective 61 days after the date the invoice or services are received (whichever is later) at the government mailing address shown on the contract. Interest under \$5.00 will not be paid. Interest is paid at provincial government rates.

Direct Deposit of Cheques

Service contractors may complete an application form for "EFT" (Electronic Funds Transfer) so that cheques are automatically deposited to their bank account. However, the EFT process may add up to 3 working days to the time frames shown above. This extra time is required by financial institutions to ensure EFT payments are processed.

Prepared by Financial Services and Administration,
Ministry of Ministry of Finance
November 6, 2003



NOTICE TO CONTRACTORS

As a contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the province, and you also fall within the parameters of the Lobbyists Registration Act, then it is your responsibility to make this determination and register if necessary.

May 30, 2008

If company letterhead is NOT used, the invoice must be signed by the contractor.

Payee Name and Mailing Address: The name and the address of the contractor must match the full legal name and address shown on the contract. There is a legal requirement to make cheques payable to the name shown on the contract.

ABC Consulting Ltd

INVOICE

123 Anywhere St
Anytown, BC V6H 3H1

Billing Address: This is usually the government mailing address on the contract. Make sure the billing address includes the branch name, the Ministry name and the correct mailing address. Mark the invoice to the attention of the Ministry contact.

To: Ministry of Finance and Corporate Relations
Financial Services Branch
PO Box 9418 STN PROV GOVT
Victoria, BC V8V 1X4
Attn: John Smith

Invoice Date: April 16, 1999
Invoice #: 9912345
Contract #: C00EFG1234
Vendor Number: 987654

Must be included on ALL invoices.

Include vendor number if known.

Description of the services provided.

Period the invoice covers.

Services performed from April 1, 1999 to April 15, 1999:

- Preparation of a draft "Policy and Procedures" document pursuant to the above noted contract.

The date(s) service was performed.

Jane Smith: April 1, 6, 7, 8, 9, 12, 13, 14, 15

9 days @ \$550.00

\$3,850.00

Mary Jones: April 1, 6, 7, 8, 9, 14, 15

7 days @ \$600.00

\$4,200.00

Breakdown of fees being charged.

If work is performed by more than one individual, the invoice must identify the name of the person working the hours.

Total Fees \$8,050.00

Total fees to be paid.

Travel expenses from April 6 to 7 for Jane Smith as per attached claim form

\$140.00

Total Expenses \$140.00

The total amount to be paid on invoice.

Contractors are encouraged to use the "Travel Expense Claim For Service Contractors" form and use it as backup to their invoice. If this form is not used, similar information is required.

GRAND TOTAL \$8,190.00

Please note that GST is included on expense claim because ABC Consulting Ltd is not eligible to claim GST reimbursement from Revenue Canada.

Please remit payment to the address above.

HST
GST: If the invoice includes GST (i.e. GST is included on receipts for expenses) the invoice must have this statement.

Schedule C – Approved Subcontractor(s)

None.

Schedule D – Insurance

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

Certificate of Insurance



600 de Maisonneuve Blvd. West, Suite 2720, Montreal, Quebec H3A 3J2 Telephone: 514 908 1891 Facsimile: 514 908 1895

Certificate Number s21

Certificate Holder: Her Majesty the Queen in right of the Province of British Columbia
As represented by the Minister of Finance

Name of Insured: Heenan Blaikie, S.E.N.C.R.L. SRL/LLP, Heenan Blaikie Management Ltd.

RE: Proof of Insurance

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed herein. Where an aggregate limit applies, the Certificate Holder is advised that the limit shown may apply to projects other than shown in this Certificate and the Limit may be reduced by Claims/Expenses paid.

Description			Amounts in Canadian Dollars
Type of Insurance	Company and Policy Number	Policy Dates	Limit of Liability/Amount In excess of primary underlying policies
Lawyers Professional Liability Insurance	s21	April 30 th , 2012 To April 30 th , 2013	s21
The above policies provide errors and omissions insurance during the policy period excess of the underlying insurance. Coverage applies in conformance with terms, conditions and exclusions contained in the underlying policies.			

.../2.

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement

expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure

periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

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

Schedule F – Additional Terms

1. In addition to section 5.3 of this Agreement, the Contractor agrees to execute the Undertaking of Confidentiality attached as Appendix 1 to this Schedule F. The Contractor acknowledges and agrees that the Undertaking of Confidentiality will apply to each Statement of Work.
2. In the event that Key Personnel are added to this Agreement pursuant to Part 3 of Schedule A, the Contractor will cause each additional Key Personnel to execute the Undertaking of Confidentiality attached as Appendix 1 to this Schedule F before commencing Services under any Schedule of Work.
3. The Contractor acknowledges and agrees that each Statement of Work will require full completion of a Conflict of Interest Disclosure, to the satisfaction of the Province, prior to the commencement of Services under any Schedule of Work. The Conflict of Interest Disclosure to be completed is attached as Appendix 2 to this Schedule F.
4. Despite section 9.2 of this Agreement, the parties agree that the following applies

Unless otherwise specified in a Statement of Work, the Contractor must comply with the Insurance Schedule attached as Schedule D.
5. Despite section 9.4 of this Agreement, the parties agree that the following applies.

Personal optional protection

If specified in a Statement of Work, 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.
6. Sections 4 and 5 of this Schedule F are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Appendix 1 to Schedule F – Undertaking of Confidentiality

1. In consideration of the roles of HEENAN BLAIKIE CONSULTING and JESSICA L. McDONALD pursuant to this Agreement and each Statement of Work, each of HEENAN BLAIKIE CONSULTING and JESSICA L. McDONALD undertake to treat as confidential and not disclose or permit to be disclosed, at any time, information they provide to, or obtain from, the Province or its Crown corporations and agencies (verbally, electronically or in writing) in relation to or resulting from their roles under this Agreement or any Statement of Work, including but not limited to the following:
 - (a) the contents of materials, including and presentations brought to meetings or circulated within the BC public sector;
 - (b) the conversations and discussions held within the BC public sector;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of government or public sector bodies and agencies;
 - (d) the fact that they have attended or been scheduled to attend meetings of established or ad hoc committees of government or public sector bodies and agencies;
 - (e) the outcomes or decisions of government, employer associations, employers, pension plan boards of trustees, or pension plan partners that they may become aware of by virtue of this contract;
 - (f) any reports, recommendations or analysis prepared for or in connection with that they may become aware of by virtue of this Agreement or any Statement of Work; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province or its Crown corporations and agencies;
 - (b) the information to be disclosed is general public knowledge;
 - (c) the disclosure is to staff of the Government of British Columbia; or
 - (d) the information is as described in section 12(2)(a) to (c) of the *Freedom of Information and Protection of Privacy Act*, which can be accessed at <http://www.oipc.bc.ca/>
3. HEENAN BLAIKIE CONSULTING and JESSICA L. McDONALD undertake that on request of the Province or its Crown corporations and agencies, they will return to the appropriate party all information received from such party or parties, including all copies, derivatives, reports and analysis containing such information.
4. HEENAN BLAIKIE CONSULTING and JESSICA L. McDONALD undertake not to use any of the information referenced in Section 1 above for any other purpose other than those of related to each Statement of Work.
5. HEENAN BLAIKIE CONSULTING and JESSICA L. McDONALD also undertake that they will immediately notify Doug Foster, ADM, Ministry of Finance, if HEENAN BLAIKIE CONSULTING and JESSICA L. McDONALD receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to be kept confidential under this Undertaking.
6. Despite the execution date of this Undertaking, it is deemed effective as of December 24, 2012.

HEENAN BLAIKIE CONSULTING

Per: Jessica L. McDonald
(Name)

Title: Executive Vice-President
(Title)

SIGNED on the 24th day of December, 2012



JESSICA L. McDONALD

Appendix 2 to Schedule F – Conflict of Interest Disclosure

A conflict of interest arises where you have an interest which conflicts (or might conflict, or might be perceived to conflict) with the interests of the Organization¹.

A conflict of interest may take a number of forms. It may be financial or non-financial. It may be direct or indirect. It may be professional or family related.

A conflict of interest may arise from directorships or other employment; interests in business enterprises or professional practices; share ownership; beneficial interests in trusts; existing professional or personal associations with the Organization; professional associations or relationships with other organizations; personal associations with other groups or organizations; or family relationships.

Special advisors to the Province must disclose any duty or interest that might conflict with his or her duty or interest to the Organization. This disclosure covers each and both of HEENAN BLAIKIE CONSULTING and JESSICA L. McDONALD.

1. A direct or indirect conflict with my/our duties as Special Advisor(s) to the Province may arise because (please indicate if non-applicable):
 - a) I/We, or my/our associates², hold the following offices (appointed or elected):
N/A
 - b) I/WE, my/our associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, or properties):
N/A
 - c) I/We, or my/our associates, have the following interests in existing or proposed transactions with the Organization.
N/A
2. The nature and extent of the conflicting office duty or interest referred to in sub-paragraphs 1(a) or 1(b) is (please indicate if non-applicable):
N/A
3. A real or perceived conflict of interest with my/our duties as Special Advisor(s) to the Province may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):
N/A

¹ "Organization" means the Province and its Crown corporations and agencies.

² "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

[CONTRACTOR TO COMPLETE]

4. The following is a list of each subsidiary³ or affiliate⁴ of a company listed in section 1 of this declaration.

Company Listed in Paragraph 1(b)	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
N/A		

5. If, at any time following the signing of this Conflict of Interest declaration, there are changes to the information given herein regarding conflict of interest, either by way or addition or deletion, I shall forthwith file with the Ministry of Finance a supplementary disclosure statement describing such change.

Yes: AGREED No:

6. Other than disclosed above, do you have any relationships or interests that could compromise, or be perceived to compromise, your ability to exercise judgment with a view to the best interests of the Province, as Special Advisor(s)? If so, please specify.

Yes: No: NONE

If yes, specify below. N/A

Signed this 24th day of December, 2012.



HEENAN BLAIKIE CONSULTING/ JESSICA L. McDONALD
(authorized signatory)

³ For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- (a) it is controlled by:
 - (i) that other corporation;
 - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation; or
 - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- (b) it is a subsidiary or a subsidiary of that other corporation.

⁴ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

Schedule G – Security Schedule

Definitions

1. In this Schedule,

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

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

Services Worker activity logging

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

Facilities and Equipment protection and access control

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

Sensitive Information access control

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

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
- (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

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

Notice of security breaches

13. If Contractor becomes aware that:
- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
 - (b) unauthorized access to Facilities or Equipment

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

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
- (a) any Records in the possession of the Contractor containing Information; or

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

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

Termination of Agreement

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

Interpretation

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

SCHEDULE G – Appendix G1 – Security screening requirements

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

Verification of name, date of birth and address

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

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

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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

**STATEMENT OF WORK
INDEPENDENT REVIEW LEADER –
INDUSTRY TRAINING AUTHORITY/SYSTEM REVIEW**

Contractor	Jessica L. McDonald Inc.
Supplier#	
Contract ID#	C13GFFS28275
Statement of Work Ref#	2013 – 1 (JLM - JTST)

Services:

British Columbia has tremendous economic opportunities over the next 10 years from the growth of the liquefied natural gas (LNG) and other key sectors. To fully realize these opportunities, it is vitally important that the Province has a strategic, coordinated, and responsive industry training system that is achieving the outcomes required to ensure employers and industry have the right number of skilled trades people at the right place and at the right time, and that British Columbians can take full advantage of job openings in their communities.

With the immense economic opportunities in front of BC, it is more critical than ever that BC's industry trades training system is performing at an optimal level to meet projected labour market demands. As directed in the June 2013 mandate letter, the Minister is initiating a review of the roles and functions, including governance, of the ITA to ensure it is meeting its mandate and reaching the targets/outcomes needed to provide the skilled trades workers BC needs.

1. The Contractor will cause Jessica L. McDonald, with the support of its sub-contractor, Danielle Van Huizen, to act as the Independent Review Leader and conduct a formal review of roles and functions, including governance, of the Industry Training Authority (ITA) of British Columbia, (the Review) to assess whether the ITA is meeting its mandate and reaching the targets/outcomes that are required to help ensure:
 - BC has the skilled trades workers it needs to meet projected labour market demands arising from expected growth in the liquefied natural gas (LNG) and other key sectors; and
 - British Columbians can take full advantage of trades job opportunities in their communities.

Jessica L. McDonald will directly supervise and be accountable for any work undertaken by any sub-contractors under this Statement of Work.

The Review will examine outcomes achieved to date by the ITA, and its interactions with industry training system partners, industry partners, and ITA's customers (employers, apprentices), and provide Government with recommendations, as may be required in the opinion of the Contractor, to improve and strengthen:

- Oversight and governance of the industry training system;
- Strategic leadership of the system;
- Outcomes that will provide more skilled workers across B.C.;
- ITA's overall service delivery model of the apprenticeship system in BC (from pre-apprenticeship through to certification); and
- Partnerships and engagement with educators, industry, private sector unions, and other stakeholders.

Recommendations may also include proposed revisions to ITA's mandate and/or functions and programs or initiatives to help ensure that BC's industry training system will meet BC's economic and labour market needs.

In carrying out the Review, the Contractor will

- a) Structure the Review as a tight, focused process that leverages system expertise, analysis and employer consultations to date, including but not limited to current legislation and strategic/business plans related to industry training; BC Government's Crown agency governance policies; other general and specific directions, and system results data.
- b) Consult with:
 - i. System Partners - organizations that fund and/or deliver training programs or services to employers, apprentices, and other customers of the system. This includes, but is not limited to:
 - ITA Board members and executive-level staff;
 - Industry Training Organization (ITO) Board Chairs and CEOs;
 - The Trades Training Consortium of BC (TTCBC), a crown agency that represents the interests of the 14 public post secondary institutions that deliver trades training;
 - BC Association of Trades Training Administrators (BCATTA) - i.e. the Deans of Trades from the 14 TTCBC public post secondary institutions;
 - A representative sample of the 24 private training providers that deliver technical trades training; and
 - Deputy Ministers and/or select senior staff from the Ministries of JTST, Advanced Education, Education, Social Development and the Crown Agencies Resource Office.

ii. Industry Partners –organizations or industry partnership groups that represent the interests of apprentices, journeypeople, and/or their employers. This includes, but is not limited to, senior level representatives from:

- o BC Natural Gas Workforce Strategy Committee;
- o Mining Association of BC;
- o Forest sector workforce development committee(s);
- o BC Construction Association;
- o Independent Contractors Business Association; and
- o Private sector unions and labour organizations (e.g. BC Federation of Labour, BC/Yukon Territory Building Construction Trades Council).

and

iii. End Users – a small reference group of individual employers, apprentices and other customers of BC's industry training system.

- c) Examine best practices in other jurisdictions, including seeking advice and input from industry training system practitioners and/or governance experts from Canadian and international jurisdictions which have implemented industry training system models BC may wish to learn from. These jurisdictions will include, but are not limited to: Queensland, Australia (currently implementing significant training system changes to meet resource/LNG sector needs), Ireland, England, and Alberta;
- d) Operate in a manner that encourages frank and open discussion, and ensures that materials, comments, perspectives and opinions provided as part of the Review are treated confidentially and used only for the purpose of the Review;
- e) Consider the differing needs of industry in each of BC's economic regions by ensuring that, to the greatest extent possible the system partners, industry and labour stakeholders, and employer/apprentices consulted as part of the Review represent all regions of the province;
- f) Ensure, to the greatest extent possible, that Review recommendations will strengthen the current system without creating undue disruption to the ongoing recruitment, training and credentialing of the skilled workers that BC's economy needs; and
- g) Undertake other duties as requested by Shannon Baskerville, ADM, Labour Market and Immigration Division, JTST, or her designate.

2. In the event that the Contractor wishes for a subcontractor or person, other than Danielle Van Huizen, to assist in providing the Services, the Contractor will seek the prior written approval of Shannon Baskerville, Assistant Deputy Minister, Labour Market and Immigration Division, JTST, or her designate.

3. Prior to commencing any Services, the Contractor must deliver to Shannon Baskerville, Assistant Deputy Minister, JTST, or her designate, a fully completed and signed "Conflict of Interest Disclosure", attached as Appendix 2 to this Statement of Work; and the "Undertaking of Confidentiality", attached as Appendix 3 to this Statement of Work for Jessica L. McDonald Inc.; Jessica L. McDonald; and Danielle Van Huizen. To the extent that other persons have been identified and approved under Services – section 1.2, the Contractor must deliver to Shannon Baskerville, Assistant Deputy Minister, JTST, or her designate, a fully completed and signed "Conflict of Interest Disclosure" and "Undertaking of Confidentiality" for each of those persons.

Timelines:

Start date: August 30, 2013

Completion: December 31, 2013

Reporting to: Shannon Baskerville, Assistant Deputy Minister, Labour Market and Immigration Division, JTST (or her designate).

Specific Deliverables and Schedule:

- h) Meet with JTST ministry executive by August 30, 2013, to review the project scope, issues and work to be undertaken under this Statement of Work.
- i) Provide a summary workplan for the consultations to be undertaken for the Review to Shannon Baskerville, ADM, Labour Market and Immigration Division, JTST by September 4, 2013. The workplan should include opportunities to leverage existing meetings of system stakeholders and industry partners, and/or use of online tools and social media, wherever practicable.
- j) Submit a draft report to Shannon Baskerville ADM, Labour Market and Immigration Division, JTST by November 1, 2013. The draft report is to include:
 - o Documentation of the current governance framework for BC's industry training system, include the specific roles and responsibilities of ITA, Government ministries, ITOs, and public and private trainers;
 - o Strengths and weaknesses of the framework, and opportunities for improvement;
 - o 2 – 3 options for governance or system model improvements to address current weaknesses and/or enhance system efficiency and effectiveness. The roles and responsibilities of each of the system partners must be defined under each option;
 - o Identify key implications associated with each option, including implementation risks and challenges, financial implications, and requirement for legislative changes, as applicable;

- o A recommendation of one of these options to Government, along with an action plan for immediate implementation; and
 - o Any other appropriate recommendations to Government that meet the objectives of the Review.
- k) Submit a final report, encompassing the same requirements as the draft report, to the Minister of Jobs, Tourism and Skills Training by November 29, 2013. Submit such reports in a format mutually agreed to by the Contractor and Shannon Baskerville ADM, Labour Market and Immigration Division, JTST.
- l) Provide ongoing verbal and/or written progress/status reports Shannon Baskerville, ADM, Labour Market and Immigration Division and others as and when requested.

Hourly/Daily Rates:

The Contractor will be reimbursed at the ^{s17, s22} for the services of Jessica L. McDonald and ^{s17, s22} for the services of Danielle Van Huizen.

Total value of Services under this **Statement of Work #2013 – 1 (JLM - JTST)** must not exceed \$120,000 (CDN), including all service and travel fees and expenses, without prior written approval from Doug Foster, Ministry of Finance, or such other person as he may designate.

Should the Contractor request approval for services of persons other than Jessica L. McDonald or Danielle Van Huizen under Services – section 1.2, the Contractor will also submit for prior written approval, a listing of rates to be charged for such persons, to Shannon Baskerville, Assistant Deputy Minister, Labour Market and Immigration Division, JTST, or her designate. The value of such approved Services shall not cause the total value of Services under this Statement of Work to exceed \$120,000 (CDN), or such other amount approved by Doug Foster, Assistant Deputy Minister, Ministry of Finance.

Travel/Other Expenses/ Insurance Requirements or Waiving of and Reason For:

Expenses:

1. travel, accommodation and meal expenses for travel outside of Vancouver on the same basis as the Province pays its Group II employees when they are on travel status (see attached Appendix 1 – Group II Rates Expenses for Contractors and Sub-Contractors); and
2. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

excluding sales ("HST") or other applicable taxes paid or payable by the Contractor on expenses described in (1) to (2) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

Expenses may be incurred with the prior approval of Shannon Baskerville, Assistant Deputy Minister, Labour Market and Immigration Division, JTST, or her designate.

Please include the following coding in your invoice(s) for this Work Assignment:

Client: 125 RC:51676 SL:54020 STOB:6001(fees) Project:511ITAR
Client: 125 RC:51676 SL:54020 STOB:6002(expenses) Project:511ITAR

Other Terms Not Covered Above:

1. At the request of the Contractor, JTST may make the services of an external resource with specific expertise in governance and system review processes to the Contractor at no cost to the Contractor.
2. JTST staff may also be made available at the Contractor's request (at no costs) to provide research support, subject matter expertise and general project support.

v

Lead Approval:

Name:	Shannon Baskerville	Title:	ADM, Labour Market and Immigration, JTST
E-mail:	<u>Shannon.Baskerville@gov.bc.ca</u>	Tel:	250 387-5640

Finance DMO Approval:

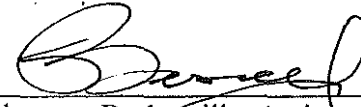
Master RFP Ref:	RFP #SA-MF2		
Name:	Doug Foster	Title:	ADM, Ministry of Finance
E-mail:	<u>Doug.Foster@gov.bc.ca</u>	Tel:	(250) 387-9022

Execution:

This Statement of Work may be entered into by each party signing a separate copy (including a photocopy or facsimile copy) and delivering it to the other party by facsimile transmission or by email with a scanned copy in PDF format.

SIGNED on behalf of Her Majesty the)
 Queen in Right of the Province of)
 British Columbia by a duly authorized)
 representative of the Ministry of Jobs,)
 Tourism and Skills Training this 30th day)
 of August, 2013, in the presence of:)


 (Witness) Katharine Rowe


 Shannon Baskerville, Assistant Deputy
 Minister, Labour Market and Immigration
 Division, JTST

Contractor

Per: 
 Jessica L. McDonald Inc.

Date: August 30/13

Title: President

Strictly Confidential

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APPENDIX 1

GROUP II RATES EXPENSES FOR CONTRACTORS AND SUB-CONTRACTORS

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for HST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

2. Mileage Rates When Using Private Vehicle:

Effective March 29, 2009, the private mileage allowance is \$.50 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html#suppliers. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required.

PAI (personal accident insurance) will not be reimbursed. CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide at www.pss.gov.bc.ca/csa/categories/accommodation/list-of-properties.html. Rates may vary between summer, winter and shoulder seasons. Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) **Private Lodging** (receipts are not required):

\$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the ministry director must accompany the expense claim.

Other Expenses

1. **Business Expenses** (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. **HST:**

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded HST. A contractor with an HST registration number can claim input tax credits from Canada Revenue Agency.

3. **Miscellaneous Expenses** (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any miscellaneous expenses.

APPENDIX 2

CONFLICT OF INTEREST DISCLOSURE – JESSICA L. MCDONALD INC. AND JESSICA L. MCDONALD

A conflict of interest arises where you have an interest which conflicts (or might conflict, or might be perceived to conflict) with the interests of the Organization¹.

A conflict of interest may take a number of forms. It may be financial or non-financial. It may be direct or indirect. It may be professional or family related.

A conflict of interest may arise from directorships or other employment; interests in business enterprises or professional practices; share ownership; beneficial interests in trusts; existing professional or personal associations with the Organization; professional associations or relationships with other organizations; personal associations with other groups or organizations; or family relationships.

Special advisors to the Province must disclose any duty or interest that might conflict with his or her duty or interest to the Organization. This disclosure covers **JESSICA L. McDONALD INC. AND JESSICA L. MCDONALD** under Statement of Work #2013 – 1 (JLM - JTST).

1. A direct or indirect conflict with my duties as Independent Review Leader to the Province (JTST) may arise because (please indicate if non-applicable):
 - a) I, or my/our associates², hold the following offices (appointed or elected):
N/A
 - b) I, my associates, or any trustee or any nominee on my behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, or properties):
N/A
 - c) I, or my associates, have the following interests in existing or proposed transactions with the Organization.
N/A

¹ "Organization" means the Province and its Crown corporations and agencies.

² "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

2. The nature and extent of the conflicting office duty or interest referred to in subparagraphs 1(a) or 1(b) is (please indicate if non-applicable):

N/A

3. A real or perceived conflict of interest with my duties as Independent Review Leader to the Province may arise because I receive financial remuneration (either for services performed by me, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):

Shell Canada/LNG Canada advisory services contract relating to general project support and First Nations engagement. No real conflict anticipated.

The following is a list of each subsidiary³ or affiliate⁴ of a company listed in section 1 of this declaration.

Company Listed in Paragraph 1(b)	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate

³ For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- (a) it is controlled by:
 - (i) that other corporation;
 - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation; or
 - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- (b) it is a subsidiary or a subsidiary of that other corporation.

⁴ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

4. If, at any time following the signing of this Conflict of Interest declaration, there are changes to the information given herein regarding conflict of interest, either by way or addition or deletion, I shall forthwith file with the Ministry of Finance a supplementary disclosure statement describing such change.

Yes: *agreed* No:

5. Other than disclosed above, do you have any relationships or interests that could compromise, or be perceived to compromise, your ability to exercise judgment with a view to the best interests of the Province, as Independent Review Leader? If so, please specify.

Yes: No:

If yes, specify below:

Signed this 30th day of August 2013.



Jessica L. McDonald/ Jessica L. McDonald Inc.
(authorized signatory)

CONFLICT OF INTEREST DISCLOSURE – DANIELLE VAN HUIZEN (SUB-CONTRACTOR)

A conflict of interest arises where you have an interest which conflicts (or might conflict, or might be perceived to conflict) with the interests of the Organization⁵.

A conflict of interest may take a number of forms. It may be financial or non-financial. It may be direct or indirect. It may be professional or family related.

A conflict of interest may arise from directorships or other employment; interests in business enterprises or professional practices; share ownership; beneficial interests in trusts; existing professional or personal associations with the Organization; professional associations or relationships with other organizations; personal associations with other groups or organizations; or family relationships.

Special advisors to the Province must disclose any duty or interest that might conflict with his or her duty or interest to the Organization. This disclosure covers **DANIELLE VAN HUIZEN** under Statement of Work #2013 – 1 (JLM - JTST).

6. A direct or indirect conflict with my duties as subcontracted support to the Independent Review Leader to the Province may arise because (please indicate if non-applicable):

- a) I, or my/our associates⁶, hold the following offices (appointed or elected):

N/A

- b) I, my associates, or any trustee or any nominee on my behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, or properties):

[N/A

- c) I, or my associates, have the following interests in existing or proposed transactions with the Organization.

N/A

⁵ "Organization" means the Province and its Crown corporations and agencies.

⁶ "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

7. The nature and extent of the conflicting office duty or interest referred to in sub-paragraphs 1(a) or 1(b) is (please indicate if non-applicable):

N/A

8. A real or perceived conflict of interest with my duties as sub-contracted support to the Independent Review Leader to the Province may arise because I receive financial remuneration (either for services performed by me, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):

N/A

The following is a list of each subsidiary⁷ or affiliate⁸ of a company listed in section 1 of this declaration.

Company Listed in Paragraph 1(b)	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate

⁷ For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- (c) it is controlled by:
 - (i) that other corporation;
 - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation; or
 - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- (d) it is a subsidiary or a subsidiary of that other corporation.

⁸ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

If, at any time following the signing of this Conflict of Interest declaration, there are changes to the information given herein regarding conflict of interest, either by way or addition or deletion, I shall forthwith file with the Ministry of Finance a supplementary disclosure statement describing such change.

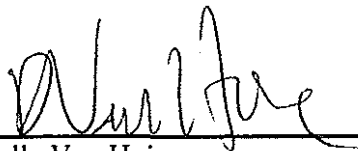
(Yes) Agreed No:

9. Other than disclosed above, do you have any relationships or interests that could compromise, or be perceived to compromise, your ability to exercise judgment with a view to the best interests of the Province, as sub-contracted support to the Independent Review Leader? If so, please specify.

Yes: (No)

If yes, specify below

Signed this 30th day of August 2013.



Danielle Van Huizen
(authorized signatory)

APPENDIX 3

UNDERTAKING OF CONFIDENTIALITY – JESSICA L. McDONALD INC. AND JESSICA L. McDONALD

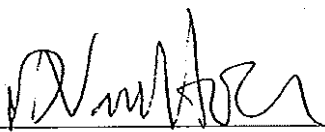
1. In consideration of her role as Independent Review Leader for the Ministry of Jobs, Tourism and Skills Training, **JESSICA L. McDONALD INC. AND JESSICA L. McDONALD** undertake that they will treat as confidential and not disclose or permit to be disclosed, at any time, information they provide to, or obtain from, the Province or its Crown corporations, agencies or clients (verbally, electronically or in writing) in relation to or resulting from her role as Independent Review Leader for Ministry of Jobs, Tourism and Skills Training under this Statement of Work # **Statement of Work #2013 – 1 (JLM - JTST)** , including but not limited to the following:
 - (a) the contents of materials, including and presentations brought to meetings or circulated to the BC public service or public sector agencies or clients or other materials received at meetings of the BC public service or public sector agencies or clients;
 - (b) the conversations and discussions held at the meetings of the BC public service or public sector agencies or clients , including the comments of the members of the BC public service or public sector agencies or clients;
 - (c) any part of the agendas of the meetings of the BC public service or public sector agencies or clients;
 - (d) the fact that I have attended or been scheduled to attend meetings of the BC public service or public sector agencies or clients;
 - (e) the outcomes or decisions of the the BC public service or public sector agencies or clients or as result of the meetings of the BC public service or public sector agencies or clients;
 - (f) any reports, recommendations or analysis prepared for or in connection with or by the BC public service or public sector agencies or clients; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province or its Crown corporations and agencies;
 - (b) the information to be disclosed is general public knowledge;
 - (c) the disclosure is to staff of the Government of British Columbia in attendance at meetings of the BC public service or public sector agencies or clients; or
 - (d) the information is as described in section 12(2)(a) to (c) of the *Freedom of Information and Protection of Privacy Act*, which can be accessed at <http://www.oipc.bc.ca/>
3. **JESSICA L. McDONALD INC. AND JESSICA L. McDONALD** undertakes that upon request of Province or its Crown corporations and agencies, I will return to that party and all information received from such parties, including all copies, derivatives, reports and analysis containing such information.


4. JESSICA L. McDONALD INC. AND JESSICA L. McDONALD undertake not to use any of the information referenced in Section 1 above for any other purpose other than those expressly provided for under this Statement of Work # **Statement of Work #2013 - 1 (JLM - JTST)**.
5. JESSICA L. McDONALD INC. AND JESSICA L. McDONALD also undertake that I will immediately notify Shannon Baskerville, Assistant Deputy Minister, Labour Market and Immigration Division, JTST (or her designate) , if they receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking.

SIGNED AND DELIVERED)

this 30th day of August 2013)

in the presence of:)


(Signature of witness)


per JESSICA L. McDONALD INC.
AND JESSICA L. McDONALD .

UNDERTAKING OF CONFIDENTIALITY -- DANIELLE VAN HUIZEN

1. In consideration of her role as sub-contracted support for the Independent Review Leader for Ministry of Jobs, Tourism and Skills Training, **DANIELLE VAN HUIZEN** undertakes that she will treat as confidential and not disclose or permit to be disclosed, at any time, information they provide to, or obtain from, the Province or its Crown corporations, agencies or clients (verbally, electronically or in writing) in relation to or resulting from their role as sub-contracted support for the Independent Review Leader for Ministry of Jobs, Tourism and Skills Training under this Statement of Work # **Statement of Work #2013 -- 1 (JLM - JTST)** , including but not limited to the following:
 - (a) the contents of materials, including and presentations brought to meetings or circulated to the BC public service or public sector agencies or clients or other materials received at meetings of the BC public service or public sector agencies or clients;
 - (b) the conversations and discussions held at the meetings of the BC public service or public sector agencies or clients , including the comments of the members of the BC public service or public sector agencies or clients;
 - (c) any part of the agendas of the meetings of the BC public service or public sector agencies or clients;
 - (d) the fact that I have attended or been scheduled to attend meetings of the BC public service or public sector agencies or clients;
 - (e) the outcomes or decisions of the the BC public service or public sector agencies or clients or as result of the meetings of the BC public service or public sector agencies or clients;
 - (f) any reports, recommendations or analysis prepared for or in connection with or by the BC public service or public sector agencies or clients; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province or its Crown corporations and agencies;
 - (b) the information to be disclosed is general public knowledge;
 - (c) the disclosure is to staff of the Government of British Columbia in attendance at meetings of the BC public service or public sector agencies or clients; or
 - (d) the information is as described in section 12(2)(a) to (c) of the *Freedom of Information and Protection of Privacy Act*, which can be accessed at <http://www.oipc.bc.ca/>
3. **DANIELLE VAN HUIZEN** undertakes that upon request of Province or its Crown corporations and agencies, I will return to that party and all information received from such parties, including all copies, derivatives, reports and analysis containing such information.

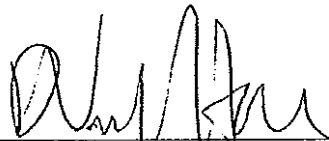
4. DANIELLE VAN HUIZEN undertakes not to use any of the information referenced in Section 1 above for any other purpose other than those expressly provided for under this Statement of Work # _____ (JTST).
5. DANIELLE VAN HUIZEN also undertakes that I will immediately notify Shannon Baskerville, Assistant Deputy Minister, Labour Market and Immigration Division, JTST (or her designate), if I receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking.

SIGNED AND DELIVERED)

_____)

this 30th day of August 2013)
in the presence of:)


(Signature of witness)


per Danielle Van Huizen