

Page 01 to/à Page 06

Withheld pursuant to/removed as

s.14



General Service Agreement

Ministry Contract No.

C8/3061

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

Ministry of Advanced Education

(the "Province", "we", "us", or "our" as applicable) at the following address:

1st Floor, 835 Humboldt Street
PO Box 9177 Stn Prov Govt
Victoria, British Columbia

Postal Code: V8W 9H8

Fax Number: 250-356-8851

AND

Ms. Deborah Lovett, QC
Lovett & Westmacott

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

417 - 645 Fort Street
Victoria, British Columbia

Postal Code: V8W 1G2

Fax Number: 250-480-7455

THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):

SCHEDULE A - Services

Services:

The Contractor will be responsible for an inspection of Senior University Inc., operating as Rutherford College, in accordance with section 6(2) of the Degree Authorization Act. Specifically, the Contractor will investigate and determine whether Senior University Inc., operating as Rutherford College, has:

(a) directly or indirectly granted or conferred a degree without consent under the Degree Authorization Act;

(b) directly or indirectly provided a program, or advertised a program offered in B.C., leading to a degree to be conferred inside or outside B.C. without consent under the Degree Authorization Act;

(c) directly or indirectly sold, offered for sale, advertised for sale or provided by agreement for remuneration a diploma, certificate, document or other material that indicated or implied the granting or conferring of a degree without consent under the Degree Authorization Act.

The Contractor will submit a report of findings to the Minister on or before June 18, 2007.

Term Start Date: May 11, 2007

End Date: June 18, 2007

SCHEDULE B - Fees and Expenses

Fees: See attached schedule B

Expenses: See attached schedule B

Maximum Amount: \$24,000

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

SCHEDULE C - Approved Subcontractor(s)

SCHEDULE E - Privacy Protection

SCHEDULE G - Security

SCHEDULE D - Insurance

SCHEDULE F - Additional Terms

SIGNED AND DELIVERED

on the 29th day of May, 2007 on behalf of the Province by its duly
authorized representative

Signature:

Print name:

J. B. Brown

SIGNED AND DELIVERED

on the 15 day of May, 2007 by or on behalf of the Contractor (or by its authorized
signatory or signatories if the Contractor is a corporation)

Signature(s):

Print name(s):

Deborah K. Lovett, Q.C.

READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE

FOR ADMINISTRATIVE PURPOSES ONLY

MINISTRY CONTRACT NO.: C8/3061

REQUISITION NO:

COMMODITY CODE:

CLIENT:

019

RESP

11205

SERVICE

18200

STOB:

5507/5508

PROJECT:

1100000

CONTRACTOR INFORMATION

WCB NO.:

SUPPLIER NO.:

TEL. NO.:

250-480-7404

E-MAIL ADDRESS:

dklovett@lwpubliclaw.ca

TERMS OF GENERAL SERVICE AGREEMENT

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
 - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
 - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.
10. You must
 - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
 - (b) comply with the Security Schedule, if attached as Schedule G.

11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

PAYMENT

25. If you comply with this Agreement, we must pay you
- (a) the fees described in Schedule B, and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
29. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

32. We may terminate this Agreement
- (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
 - (b) for any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.

33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this Agreement.
39. Any notice contemplated by this Agreement, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in this Agreement,
 - (b) delivered by hand to the addressee's address specified in this Agreement, or
 - (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the Commercial Arbitration Act.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
- (a) "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) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
 - (d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

SCHEDULE "B"

FEES AND EXPENSES

1. The Province agrees to provide a Financial Contribution to the Recipient in an amount not exceeding \$24,000 for the provision of the Services during the Term of the Agreement, both described in Schedule "A".
2. Payment will be made on completion of Services and upon receipt and approval by the Province of the final written report, as set out in paragraph 2 of Schedule A, a final payment not to exceed \$24,000.
3. The Recipient will submit to the Province, upon completion of the Services specified in Schedule "A", a full accounting of the receipt and expenditure of the financial contribution.

| | |
|---|---|
| <p>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by</p> <p>Ministry of Advanced Education</p> <p>(the "Province", "we", "us", or "our" as applicable) at the following address: 1st Floor, 835 Humboldt Street PO Box 9177 Stn Prov Govt Victoria, British Columbia</p> <p>Postal Code: V8W 9H8 Fax Number: 250-356-8851</p> | <p>AND</p> <p>Ms. Deborah Lovett, QC Lovett & Westmacott</p> <p>(the "Contractor", "you", or "your" as applicable) at the following address: 417 - 645 Fort Street Victoria, British Columbia</p> <p>Postal Code: V8W 1G2 Fax Number: 250-480-7455</p> |
|---|---|

THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):

SCHEDULE A - Services

Services:

The Contractor will be responsible for an inspection of Senior University Inc., operating as Rutherford College, in accordance with section 6(2) of the Degree Authorization Act. Specifically, the Contractor will investigate and determine whether Senior University Inc., operating as Rutherford College, has:

(a) directly or indirectly granted or conferred a degree without consent under the Degree Authorization Act;

(b) directly or indirectly provided a program, or advertised a program offered in B.C., leading to a degree to be conferred inside or outside B.C. without consent under the Degree Authorization Act;

(c) directly or indirectly sold, offered for sale, advertised for sale or provided by agreement for remuneration a diploma, certificate, document or other material that indicated or implied the granting or conferring of a degree without consent under the Degree Authorization Act.

The Contractor will submit a *draft report* to the Minister on or before *June 29, 2007* and *final report of findings on or before June 29, 2007.*

Term Start Date: May 11, 2007

End Date: June 18, 2007

SCHEDULE B - Fees and Expenses

Fees: See attached schedule B

Expenses: See attached schedule B

Maximum Amount: \$24,000

\$34,000 -

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

SCHEDULE C - Approved Subcontractor(s)

SCHEDULE E - Privacy Protection

SCHEDULE G - Security

SCHEDULE D - Insurance

SCHEDULE F - Additional Terms

SIGNED AND DELIVERED

on the day of , 20 on behalf of the Province by its duly
authorized representative

Signature: _____

Print name: _____

SIGNED AND DELIVERED

on the day of , 20 by or on behalf of the Contractor (or by its authorized
signatory or signatories if the Contractor is a corporation)

Signature(s): _____

Print name(s): _____

READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE

FOR ADMINISTRATIVE PURPOSES ONLY

| | | |
|--|------------------------|------------------------|
| MINISTRY CONTRACT NO.: C8/3061 | REQUISITION NO.: _____ | COMMODITY CODE: _____ |
| CLIENT: 019 | RESP CENTRE: 11205 | SERVICE LINE: 18200 |
| | STOB: 5507/5508 | PROJECT: 1100000 |
| CONTRACTOR INFORMATION WCB NO.: _____ | | SUPPLIER NO.: _____ |
| | | TEL. NO.: 250-480-7404 |
| E-MAIL ADDRESS: dklovett@lwpubliclaw.ca | | |

SCHEDULE "B"

FEES AND EXPENSES

1. The Province agrees to provide a Financial Contribution to the Recipient in an amount not exceeding \$24,000 for the provision of the Services during the Term of the Agreement, both described in Schedule "A".
2. Payment will be made on completion of Services and upon receipt and approval by the Province of the final written report, as set out in paragraph 2 of Schedule A, a final payment not to exceed \$24,000.
3. The Recipient will submit to the Province, upon completion of the Services specified in Schedule "A", a full accounting of the receipt and expenditure of the financial contribution.

APPENDIX III

ASSIGNMENT OF COPYRIGHT

C8/3061

Lovett & Westmacott

I, **Deborah Lovett, QC**, of **Lovett & Westmacott**, the Appointee, in an Agreement dated _____ with HER MAJESTY THE QUEEN in Right of the Province of British Columbia as represented by the **Minister of Advanced Education**, (the "Province"), in consideration of the sum of ~~\$24,000~~ payable pursuant to the Agreement set out above, do hereby assign to the Province, all of my rights in the copyright in the Material described in the Agreement and submitted with this assignment.

Executed at Victoria, British Columbia, this _____ day of _____, 2007.

SIGNED BY THE Appointee in the presence of:

| | |
|---------|------------------------|
| _____ | _____ |
| Witness | Signature of Appointee |

APPENDIX I

TRAVEL EXPENSES FOR CONTRACTORS AND COMMITTEE MEMBERS

(while on travel status within British Columbia)

The following are the reimbursement limits for the specified allowable travel expenses. The Contractor or Committee Member must pay all expenses—direct billing to the Province is not allowed except under exceptional circumstances (where a special provision is made in the contract). Original receipts should be submitted with the expense claim (when receipts are required). Legible photocopies of receipts will be accepted from Contractors only, if the Contractor requires the original for another purpose (e.g. to claim for GST credits).

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

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

1. Meal Allowances:

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

a) GROUP 1 RATE

| | | |
|---------------------------|---------|---|
| Breakfast only | \$11.00 | Claim if travel starts before 7:00AM or ends after 7:00AM |
| Lunch only | \$12.75 | Claim if travel starts before 12:00 noon or ends after 12:00 noon |
| Dinner only | \$21.75 | Claim if travel starts before 6:00 PM or ends after 6:00PM |
| Breakfast and lunch only | \$23.75 | See above |
| Breakfast and dinner only | \$32.75 | See above |
| Lunch and dinner only | \$34.50 | See above |
| Full day | \$45.50 | |

b) GROUP 2 RATE

| | | |
|---------------------------|---------|---|
| Breakfast only | \$22.00 | Claim if travel starts before 7:00 AM or ends after 7:00AM |
| Lunch only | \$22.00 | Claim if travel starts before 12:00 noon or ends after 12:00 noon |
| Dinner only | \$28.50 | Claim if travel starts before 6:00 PM or ends after 6:00PM |
| Breakfast and lunch only | \$30.00 | See above |
| Breakfast and dinner only | \$36.50 | See above |
| Lunch and dinner only | \$36.50 | See above |
| Full day | \$47.50 | |

4. Vehicle Rentals:

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

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

- Avis Rent A Car System Inc.
- Budget Rent a Car of Canada Ltd.
- Discount Car and Truck Rentals
- Dollar Rent A Car
- Enterprise Rent-A-Car Canada Ltd.
- Hertz Canada Ltd., and
- National Car Rental.

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

When signing the rental agreement, waive Personal Injury Insurance (PII or PAI) and Collision or Loss Damage Waivers (CDW or LDW). Do not accept these insurance offers because doing so voids the CSA provisions (and the ministry will not reimburse you).

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

5. Accommodation:

- a) The maximum amounts that may be claimed for hotel/motel accommodation are on Page 2. Receipts and proof of payment are required.
- b) Private lodging: \$30 per night may be claimed when private lodging is arranged. No receipt required.

6. Airfare:

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

7. Miscellaneous Expenses:

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

2. Private Vehicle Use:

The private mileage allowance is \$0.48 per km (receipts are not required). This rate can be claimed when using a private vehicle for travel.

3. Taxi and Parking:

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

ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS

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

| City | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec |
|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|
| Vancouver | 135 | 135 | 130 | 150 | 160 | 160 | 165 | 165 | 165 | 160 | 120 | 120 |
| Burnaby | 100 | 100 | 110 | 110 | 125 | 125 | 125 | 125 | 125 | 110 | 100 | 100 |
| Coquitlam/Port Coquitlam | 95 | 100 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 95 | 95 |
| Delta | 90 | 90 | 90 | 90 | 95 | 95 | 95 | 95 | 95 | 90 | 90 | 90 |
| Langley | 90 | 90 | 90 | 90 | 100 | 100 | 100 | 100 | 100 | 90 | 90 | 90 |
| New Westminster | 105 | 105 | 105 | 105 | 120 | 120 | 120 | 120 | 120 | 105 | 105 | 105 |
| North Vancouver | 100 | 100 | 100 | 100 | 130 | 130 | 150 | 150 | 150 | 100 | 100 | 100 |
| Richmond | 100 | 100 | 100 | 100 | 130 | 130 | 130 | 140 | 130 | 120 | 100 | 100 |
| Surrey | 80 | 80 | 80 | 80 | 90 | 90 | 90 | 90 | 90 | 80 | 80 | 80 |
| White Rock | 80 | 80 | 80 | 80 | 85 | 85 | 85 | 85 | 85 | 80 | 80 | 80 |
| Victoria | 90 | 90 | 90 | 95 | 160 | 160 | 165 | 165 | 155 | 130 | 90 | 90 |
| Greater Victoria* | 80 | 80 | 80 | 85 | 100 | 105 | 115 | 115 | 115 | 95 | 80 | 80 |
| Castlegar | 90 | 90 | 90 | 90 | 100 | 100 | 90 | 90 | 90 | 100 | 90 | 90 |
| Cranbrook | 90 | 90 | 90 | 90 | 95 | 95 | 95 | 95 | 95 | 90 | 90 | 90 |
| Dawson Creek | 85 | 85 | 85 | 85 | 85 | 90 | 90 | 90 | 85 | 85 | 85 | 85 |
| Fort St John | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 |
| Kamloops | 80 | 80 | 80 | 80 | 90 | 90 | 90 | 90 | 90 | 85 | 85 | 85 |
| Kelowna | 90 | 90 | 90 | 95 | 110 | 120 | 120 | 120 | 120 | 95 | 90 | 90 |
| Nelson | 85 | 85 | 85 | 85 | 85 | 85 | 95 | 95 | 95 | 85 | 85 | 85 |
| Penticton | 75 | 75 | 85 | 85 | 90 | 120 | 130 | 130 | 90 | 85 | 85 | 85 |
| Prince George | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 |
| Prince Rupert | 80 | 80 | 80 | 85 | 100 | 100 | 100 | 100 | 100 | 85 | 85 | 85 |
| Terrace | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 |
| Vernon | 85 | 85 | 85 | 95 | 95 | 95 | 95 | 95 | 95 | 85 | 85 | 85 |
| Whistler | 150 | 170 | 170 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 170 |
| Williams Lake | 70 | 70 | 70 | 70 | 80 | 80 | 80 | 80 | 80 | 70 | 70 | 70 |
| Other Cities Not Listed | 80 | 80 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 80 | 80 |

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

For a listing of hotels/motels and their locations, refer to: <http://www.pc.gov.bc.ca/travel/Hotels/AccommodationListing/INDEX.html>

PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by Ministry of Advanced Education (the "Province") and Lovett & Westmacott (the "Contractor") respecting (the "Agreement").

Definitions

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

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its 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 its statutory obligations under the Act with respect to personal information.

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
 - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
 - (b) in accordance with section 13.

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.

Inspection of personal information

18. 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 its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

19. 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.
20. 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

21. 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

22. 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

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. 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.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. 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.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 28, the law of any jurisdiction outside Canada.
28. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

APPENDIX III

ASSIGNMENT OF COPYRIGHT

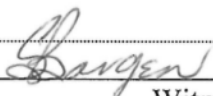
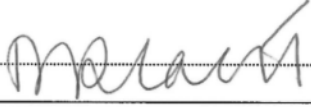
C8/3061

Lovett & Westmacott

I, **Deborah Lovett, QC**, of **Lovett & Westmacott**, the Appointee, in an Agreement dated _____ with HER MAJESTY THE QUEEN in Right of the Province of British Columbia as represented by the **Minister of Advanced Education**, (the "Province"), in consideration of the sum of **\$24,000** payable pursuant to the Agreement set out above, do hereby assign to the Province, all of my rights in the copyright in the Material described in the Agreement and submitted with this assignment.

Executed at Victoria, British Columbia, this 15 day of May, 2007.

SIGNED BY THE Appointee in the presence of:

| | |
|--|---|
|  |  |
| Witness | Signature of Appointee |



APPENDIX IV

Waiver of Moral Rights

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

I, Deborah K. Lovett, (circle one) employee
(Name of Individual)
sole proprietor
subcontractor
subcontractor's employee
director and/or officer

of Lovett & Wesmacott,
(Name of Firm, Company, Society or Institution)

and an author of the Material, as that term is defined in the Province of BC Agreement (Contract Number **C8/3061**) for

(Client Name and Type of Service or Project)

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

SIGNED this day of May 15, 2007.
(Signing Date)

SIGNED AND DELIVERED in the presence)
of:)

Shari Bergen)
(Signature of Witness))

Shari Bergen)
(Printed Name of Witness))

Deborah K. Lovett
(Signature of Individual Waiving Moral Rights)

**Minister's Correspondence**

MO Day Copy
DMO Day Copy
ADM Day Copy
PAB Copy
Branch Day Copy
Branch File Copy
Author Copy
Branch Circ. Copy

Vicki

MAY 11 2007

Our Ref. 59969
File: 60120-20/RUTH

Ms. Deborah K. Lovett, QC
Lovett & Westmacott
Barristers and Solicitors
417 - 645 Fort St
Victoria BC V8W 1G2

Dear Ms. Lovett:

In the exercise of my authority under section 6 of the *Degree Authorization Act*, SBC 2002, c.24, I hereby appoint you an inspector to conduct an inspection of Senior University Inc., operating as Rutherford College, for the purposes of determining whether Senior University Inc. (Rutherford College) has failed to comply with the *Degree Authorization Act* or the regulations to that Act.

You are to investigate and determine whether Senior University Inc. (Rutherford College), under section 3(1) and (2) of the *Degree Authorization Act*, has directly or indirectly:

- 3(1) (a) granted or conferred a degree without consent;
- (b) provided a program leading to a degree to be conferred inside or outside British Columbia without consent;
- (c) advertised a program offered in British Columbia leading to a degree to be conferred by a person inside or outside British Columbia without consent;
- (d) sold, offered for sale, advertised for sale or provided by agreement for a fee, reward or other remuneration, a diploma, certificate, document or other material that indicated or implied the granting or conferring of a degree without consent;
- 3(2) made use of the word "university" or any derivation or abbreviation of the word "university" to indicate that an educational program was available, from or through the person without consent.

... /2

Ministry of
Advanced Education

Office of the Minister

Mailing Address:
PO Box 9059 Stn Prov Govt
Victoria BC V8W 9E2

Location:
Parliament Buildings
Victoria

In conducting the inspection you may exercise the powers set out in section 6(3) of the *Degree Authorization Act*, without restriction.

The appointment is for a term of six weeks and you are to submit a report of your findings to my office on or before June 18, 2007. The terms of payment are as set out in Schedule A attached to this letter. The term of the appointment and the maximum amount to be paid to you under Schedule A are not to be exceeded unless prior approval is obtained and a formal amendment to this appointment is made.

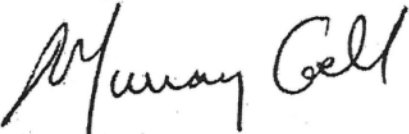
The following documents are attached:

- (a) letter dated March 14, 2006 from Ministry staff to the President of Rutherford University;
- (b) letter dated May 16, 2006 from Rutherford University in response to the Ministry's letter;
- (c) British Columbia Corporate Registry documentation on Senior University Inc.;
- (d) State of Wyoming Business Division documentation on Rutherford University Inc.; and,
- (d) an information package compiled by Ministry staff.

Should you require information, I refer you to Ms. Susan Brown, Director of the Policy and System Quality Branch, who may be reached at (250) 387-6193.

I thank you for agreeing to accept this appointment and look forward to receiving your report.

Sincerely,



Murray Coell
Minister

Attachments

pc: Susan Brown, Director
Policy and System Quality Branch

Page 21

Withheld pursuant to/removed as

s.14



General Service Agreement

Ministry Contract No.

C8/3061

The Best Place on Earth

| | |
|--|---|
| HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by Ministry of Advanced Education (the "Province", "we", "us", or "our" as applicable) at the following address: 1st Floor, 835 Humboldt Street PO Box 9177 Stn Prov Govt Victoria, British Columbia Postal Code: V8W 9H8 Fax Number: 250-356-8851 | AND Ms. Deborah Lovett, QC Lovett & Westmacott (the "Contractor", "you", or "your" as applicable) at the following address: 417 - 645 Fort Street Victoria, British Columbia Postal Code: V8W 1G2 Fax Number: 250-480-7455 |
|--|---|

THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):

SCHEDULE A - Services

Services:

The Contractor will be responsible for an inspection of Senior University Inc., operating as Rutherford College, in accordance with section 6(2) of the Degree Authorization Act. Specifically, the Contractor will investigate and determine whether Senior University Inc., operating as Rutherford College, has:

- (a) directly or indirectly granted or conferred a degree without consent under the Degree Authorization Act;
- (b) directly or indirectly provided a program, or advertised a program offered in B.C., leading to a degree to be conferred inside or outside B.C. without consent under the Degree Authorization Act;
- (c) directly or indirectly sold, offered for sale, advertised for sale or provided by agreement for remuneration a diploma, certificate, document or other material that indicated or implied the granting or conferring of a degree without consent under the Degree Authorization Act.

The Contractor will submit a *draft report* of findings to the Minister on or before *June 29, 2007*, and final report of findings on or before *June 29, 2007*.
Term Start Date: May 11, 2007 End Date: June 18, 2007

SCHEDULE B - Fees and Expenses

Fees: See attached schedule B

Expenses: See attached schedule B

Maximum Amount: \$24,000

\$34,000

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

SCHEDULE C - Approved Subcontractor(s)
SCHEDULE D - Insurance

SCHEDULE E - Privacy Protection
SCHEDULE F - Additional Terms

SCHEDULE G - Security

SIGNED AND DELIVERED

on the _____ day of _____, 20____ on behalf of the Province by its duly authorized representative

Signature: _____

Print name: _____

SIGNED AND DELIVERED

on the _____ day of _____, 20____ by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature(s): _____

Print name(s): _____

READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE

FOR ADMINISTRATIVE PURPOSES ONLY

MINISTRY CONTRACT NO.: C8/3061 REQUISITION NO.: _____ COMMODITY CODE: _____
CLIENT: 019 RESP CENTRE: 11205 SERVICE LINE: 18200 STOB: 5507/5508 PROJECT: 1100000
CONTRACTOR INFORMATION WCB NO.: _____ SUPPLIER NO.: _____ TEL. NO.: 250-480-7404
E-MAIL ADDRESS: dklovett@lwpubliclaw.ca

SCHEDULE "B"

FEES AND EXPENSES

1. The Province agrees to provide a Financial Contribution to the Recipient in an amount not exceeding \$24,000 for the provision of the Services during the Term of the Agreement, both described in Schedule "A".
2. Payment will be made on completion of Services and upon receipt and approval by the Province of the final written report, as set out in paragraph 2 of Schedule A, a final payment not to exceed \$24,000.
3. The Recipient will submit to the Province, upon completion of the Services specified in Schedule "A", a full accounting of the receipt and expenditure of the financial contribution.

APPENDIX III

ASSIGNMENT OF COPYRIGHT

C8/3061

Lovett & Westmacott

I, **Deborah Lovett, QC**, of **Lovett & Westmacott**, the Appointee, in an Agreement dated _____ with HER MAJESTY THE QUEEN in Right of the Province of British Columbia as represented by the **Minister of Advanced Education**, (the "Province"), in consideration of the sum of ~~\$24,000~~ payable pursuant to the Agreement set out above, do hereby assign to the Province, all of my rights in the copyright in the Material described in the Agreement and submitted with this assignment.

Executed at Victoria, British Columbia, this _____ day of _____, 2007.

SIGNED BY THE Appointee in the presence of:

| | |
|---------|------------------------|
| _____ | _____ |
| Witness | Signature of Appointee |

| | |
|---|---|
| <p>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by</p> <p>Ministry of Advanced Education</p> <p>(the "Province", "we", "us", or "our" as applicable) at the following address: 1st Floor, 835 Humboldt Street PO Box 9177 Stn Prov Govt Victoria, British Columbia</p> <p>Postal Code: V8W 9H8 Fax Number: 250-356-8851</p> | <p>AND</p> <p>Ms. Deborah Lovett, QC Lovett & Westmacott</p> <p>(the "Contractor", "you", or "your" as applicable) at the following address: 417 - 645 Fort Street Victoria, British Columbia</p> <p>Postal Code: V8W 1G2 Fax Number: 250-480-7455</p> |
|---|---|

THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):

SCHEDULE A - Services

Services:

The Contractor will be responsible for an inspection of Senior University Inc., operating as Rutherford College, in accordance with section 6(2) of the Degree Authorization Act. Specifically, the Contractor will investigate and determine whether Senior University Inc., operating as Rutherford College, has:

- (a) directly or indirectly granted or conferred a degree without consent under the Degree Authorization Act;
- (b) directly or indirectly provided a program, or advertised a program offered in B.C., leading to a degree to be conferred inside or outside B.C. without consent under the Degree Authorization Act;
- (c) directly or indirectly sold, offered for sale, advertised for sale or provided by agreement for remuneration a diploma, certificate, document or other material that indicated or implied the granting or conferring of a degree without consent under the Degree Authorization Act.

The Contractor will submit a report of findings to the Minister on or before June 18, 2007.

Term Start Date: May 11, 2007 End Date: June 18, 2007

SCHEDULE B - Fees and Expenses

Fees: See attached schedule B

Expenses: See attached schedule B

Maximum Amount: \$24,000

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

SCHEDULE C - Approved Subcontractor(s)

SCHEDULE E - Privacy Protection

SCHEDULE G - Security

SCHEDULE D - Insurance

SCHEDULE F - Additional Terms

SIGNED AND DELIVERED

on the 29th day of May, 2007 on behalf of the Province by its duly authorized representative

Signature:



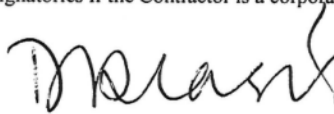
Print name:

J. B. Brown

SIGNED AND DELIVERED

on the 15 day of May, 2007 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature(s):



Print name(s):

Deborah K. Lovett, Q.C.

READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE

FOR ADMINISTRATIVE PURPOSES ONLY

| | | | | | |
|------------------------|-------------------------|------------------|-------|-----------------|--------------|
| MINISTRY CONTRACT NO.: | C8/3061 | REQUISITION NO.: | | COMMODITY CODE: | |
| CLIENT: | 019 | SERVICE LINE: | 18200 | STOB: | 5507/5508 |
| | RESP CENTRE: | | 11205 | PROJECT: | 1100000 |
| CONTRACTOR INFORMATION | WCB NO.: | SUPPLIER NO.: | | TEL. NO.: | 250-480-7404 |
| E-MAIL ADDRESS: | dklovett@lwpubliclaw.ca | | | | |

TERMS OF GENERAL SERVICE AGREEMENT

CONTRACTOR'S OBLIGATIONS

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

PAYMENT

25. If you comply with this Agreement, we must pay you
- (a) the fees described in Schedule B, and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
29. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

32. We may terminate this Agreement
- (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
 - (b) for any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.

33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this Agreement.
39. Any notice contemplated by this Agreement, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in this Agreement,
 - (b) delivered by hand to the addressee's address specified in this Agreement, or
 - (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the Commercial Arbitration Act.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
- (a) "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) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
 - (d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

SCHEDULE "B"

FEES AND EXPENSES

1. The Province agrees to provide a Financial Contribution to the Recipient in an amount not exceeding \$24,000 for the provision of the Services during the Term of the Agreement, both described in Schedule "A".
2. Payment will be made on completion of Services and upon receipt and approval by the Province of the final written report, as set out in paragraph 2 of Schedule A, a final payment not to exceed \$24,000.
3. The Recipient will submit to the Province, upon completion of the Services specified in Schedule "A", a full accounting of the receipt and expenditure of the financial contribution.

APPENDIX I

TRAVEL EXPENSES FOR CONTRACTORS AND COMMITTEE MEMBERS

(while on travel status within British Columbia)

The following are the reimbursement limits for the specified allowable travel expenses. The Contractor or Committee Member must pay all expenses—direct billing to the Province is not allowed except under exceptional circumstances (where a special provision is made in the contract). Original receipts should be submitted with the expense claim (when receipts are required). Legible photocopies of receipts will be accepted from Contractors only, if the Contractor requires the original for another purpose (e.g. to claim for GST credits).

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

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

1. Meal Allowances:

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

a) GROUP 1 RATE

| | | |
|---------------------------|---------|---|
| Breakfast only | \$11.00 | Claim if travel starts before 7:00AM or ends after 7:00AM |
| Lunch only | \$12.75 | Claim if travel starts before 12:00 noon or ends after 12:00 noon |
| Dinner only | \$21.75 | Claim if travel starts before 6:00 PM or ends after 6:00PM |
| Breakfast and lunch only | \$23.75 | See above |
| Breakfast and dinner only | \$32.75 | See above |
| Lunch and dinner only | \$34.50 | See above |
| Full day | \$45.50 | |

b) GROUP 2 RATE

| | | |
|---------------------------|---------|---|
| Breakfast only | \$22.00 | Claim if travel starts before 7:00 AM or ends after 7:00AM |
| Lunch only | \$22.00 | Claim if travel starts before 12:00 noon or ends after 12:00 noon |
| Dinner only | \$28.50 | Claim if travel starts before 6:00 PM or ends after 6:00PM |
| Breakfast and lunch only | \$30.00 | See above |
| Breakfast and dinner only | \$36.50 | See above |
| Lunch and dinner only | \$36.50 | See above |
| Full day | \$47.50 | |

2. Private Vehicle Use:

The private mileage allowance is \$0.48 per km (receipts are not required). This rate can be claimed when using a private vehicle for travel.

3. Taxi and Parking:

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

4. Vehicle Rentals:

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

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

- Avis Rent A Car System Inc.
- Budget Rent a Car of Canada Ltd.
- Discount Car and Truck Rentals
- Dollar Rent A Car
- Enterprise Rent-A-Car Canada Ltd.
- Hertz Canada Ltd., and
- National Car Rental.

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

When signing the rental agreement, waive Personal Injury Insurance (PII or PAI) and Collision or Loss Damage Waivers (CDW or LDW). Do not accept these insurance offers because doing so voids the CSA provisions (and the ministry will not reimburse you).

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

5. Accommodation:

- The maximum amounts that may be claimed for hotel/motel accommodation are on Page 2. Receipts and proof of payment are required.
- Private lodging: \$30 per night may be claimed when private lodging is arranged. No receipt required.

6. Airfare:

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

7. Miscellaneous Expenses:

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

ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS

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

| City | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec |
|--------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|
| Vancouver | 135 | 135 | 130 | 150 | 160 | 160 | 165 | 165 | 165 | 160 | 120 | 120 |
| Burnaby | 100 | 100 | 110 | 110 | 125 | 125 | 125 | 125 | 125 | 110 | 100 | 100 |
| Coquitlam/Port Coquitlam | 95 | 100 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 95 | 95 |
| Delta | 90 | 90 | 90 | 90 | 95 | 95 | 95 | 95 | 95 | 90 | 90 | 90 |
| Langley | 90 | 90 | 90 | 90 | 100 | 100 | 100 | 100 | 100 | 90 | 90 | 90 |
| New Westminster | 105 | 105 | 105 | 105 | 120 | 120 | 120 | 120 | 120 | 105 | 105 | 105 |
| North Vancouver | 100 | 100 | 100 | 100 | 130 | 130 | 150 | 150 | 150 | 100 | 100 | 100 |
| Richmond | 100 | 100 | 100 | 100 | 130 | 130 | 130 | 140 | 130 | 120 | 100 | 100 |
| Surrey | 80 | 80 | 80 | 80 | 90 | 90 | 90 | 90 | 90 | 80 | 80 | 80 |
| White Rock | 80 | 80 | 80 | 80 | 85 | 85 | 85 | 85 | 85 | 80 | 80 | 80 |
| Victoria | 90 | 90 | 90 | 95 | 160 | 160 | 165 | 165 | 155 | 130 | 90 | 90 |
| Greater Victoria* | 80 | 80 | 80 | 85 | 100 | 105 | 115 | 115 | 115 | 95 | 80 | 80 |
| Castlegar | 90 | 90 | 90 | 90 | 100 | 100 | 90 | 90 | 90 | 100 | 90 | 90 |
| Cranbrook | 90 | 90 | 90 | 90 | 95 | 95 | 95 | 95 | 95 | 90 | 90 | 90 |
| Dawson Creek | 85 | 85 | 85 | 85 | 85 | 90 | 90 | 90 | 85 | 85 | 85 | 85 |
| Fort St John | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 |
| Kamloops | 80 | 80 | 80 | 80 | 90 | 90 | 90 | 90 | 90 | 85 | 85 | 85 |
| Kelowna | 90 | 90 | 90 | 95 | 110 | 120 | 120 | 120 | 120 | 95 | 90 | 90 |
| Nelson | 85 | 85 | 85 | 85 | 85 | 85 | 95 | 95 | 95 | 85 | 85 | 85 |
| Penticton | 75 | 75 | 85 | 85 | 90 | 120 | 130 | 130 | 90 | 85 | 85 | 85 |
| Prince George | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 |
| Prince Rupert | 80 | 80 | 80 | 85 | 100 | 100 | 100 | 100 | 100 | 85 | 85 | 85 |
| Terrace | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 |
| Vernon | 85 | 85 | 85 | 95 | 95 | 95 | 95 | 95 | 95 | 85 | 85 | 85 |
| Whistler | 150 | 170 | 170 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 170 |
| Williams Lake | 70 | 70 | 70 | 70 | 80 | 80 | 80 | 80 | 80 | 70 | 70 | 70 |
| Other Cities Not Listed | 80 | 80 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 80 | 80 |

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

For a listing of hotels/motels and their locations, refer to: <http://www.pc.gov.bc.ca/travel/Hotels/AccommodationListing/INDEX.html>

PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by Ministry of Advanced Education (the "Province") and Lovett & Westmacott (the "Contractor") respecting (the "Agreement").

Definitions

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

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its 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 its statutory obligations under the Act with respect to personal information.

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
 - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
 - (b) in accordance with section 13.

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.

Inspection of personal information

18. 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 its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

19. 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.
20. 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

21. 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

22. 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

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. 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.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. 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.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 28, the law of any jurisdiction outside Canada.
28. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

APPENDIX III

ASSIGNMENT OF COPYRIGHT

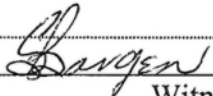
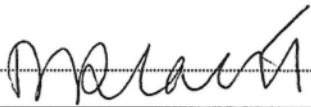
C8/3061

Lovett & Westmacott

I, **Deborah Lovett, QC**, of **Lovett & Westmacott**, the Appointee, in an Agreement dated _____ with HER MAJESTY THE QUEEN in Right of the Province of British Columbia as represented by the **Minister of Advanced Education**, (the "Province"), in consideration of the sum of **\$24,000** payable pursuant to the Agreement set out above, do hereby assign to the Province, all of my rights in the copyright in the Material described in the Agreement and submitted with this assignment.

Executed at Victoria, British Columbia, this 15 day of May, 2007.

SIGNED BY THE Appointee in the presence of:

| | |
|---|---|
|  Witness |  Signature of Appointee |
|---|---|



APPENDIX IV
Waiver of Moral Rights

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

I, Deborah K. Lovett, (circle one) employee
(Name of Individual) sole proprietor
subcontractor
subcontractor's employee
director and/or officer

of Lovett & Wesmacott,
(Name of Firm, Company, Society or Institution)

and an author of the Material, as that term is defined in the Province of BC Agreement (Contract Number **C8/3061**) for

(Client Name and Type of Service or Project)

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

SIGNED this day of May 15, 2007.
(Signing Date)

SIGNED AND DELIVERED in the presence)
of:)

Shari Borgen)
(Signature of Witness))

Shari Borgen)
(Printed Name of Witness))

[Signature]
(Signature of Individual Waiving Moral Rights)



Minister's Correspondence

MO Day Copy
DMO Day Copy
ADM Day Copy
PAB Copy
Branch Day Copy
Branch File Copy
Author Copy Vicki
Branch Circ. Copy

MAY 21 2008

Our Ref. 61940
File #: 60120-20/RUTH

Dr. Abdul Hassam, President
Nobel College of Advanced Education Inc.
(formerly Senior University Inc.)
dba Rutherford University
5290 Willow St
Vancouver BC V5Z 3R9

Dear Dr. Hassam:

I am following up on the inspection of Senior University Inc., operating as Rutherford College/University (Rutherford) under the *Degree Authorization Act* (DAA) on May 17, 2007.

The report provided evidence that Rutherford is operating in contravention of the DAA. On July 27, 2007, a letter was sent to Mr. Mark G. Perry, as Rutherford's counsel, stating that we were prepared to refrain from seeking an injunction or publicly releasing the report if certain conditions were met and evidence provided to the Ministry. On August 2, 2007, Mr. Perry responded that Rutherford was prepared to adhere to the conditions set out and supplied evidence that Rutherford was in the process of meeting some of these conditions.

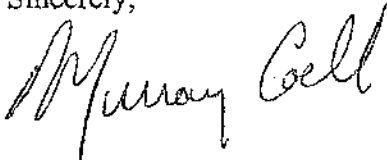
To date, Rutherford has not taken action on many of these agreed upon conditions, including but not limited to, evidence that all students, faculty, affiliated institutions and authorities in other jurisdictions have been notified in writing and via Rutherford's website (www.rutherford.edu) that Rutherford does not have authority to offer, grant or confer degrees in British Columbia.

The Ministry has also received several inquiries from Rutherford students and other parties, within British Columbia and internationally, suggesting that Rutherford and its partners continue to report its presence and authority to operate in British Columbia.

... /2

This letter is to notify you that I will be releasing the attached factual synopsis of the status of the investigation and notifying all regulatory authorities in jurisdictions that have a connection to Rutherford to inform them of Rutherford's status in British Columbia. The report has also been shared with the Ministry of Attorney General to review for any potential legal action under the DAA.

Sincerely,

A handwritten signature in black ink, appearing to read "Murray Coell". The signature is fluid and cursive, with the first name "Murray" and the last name "Coell" clearly distinguishable.

Murray Coell
Minister

Attachment

pc. Ms. Susan Brown, Director
Policy and System Quality Branch

Mr. Jim Wright, Registrar
Private Career Training Institutions Agency