

From: [Cessford, Sheila EDUC:EX](#)
To: [XT:Ard, William FLNR:IN](#)
Cc: [Zacharuk, Christina PSEC:EX](#)
Subject: Re: Contract Investigation
Date: Tuesday, November 27, 2012 3:59:06 PM

Hello Bill:

Thank-you for speaking with me today. This is to confirm our conversation regarding your willingness and availability to conduct several investigations (6) on a contract basis on behalf of the Commissioner and the Teacher Regulation Branch, Ministry of Education. Please provide a copy of your CV and a cover letter to confirm your interest. I am copying this email to the Executive Director, Christina Zacharuk, so that she can commence preparation of the contract which will include your current contact information:

s.22

You advised that you are currently licensed as a sole-proprietor private investigation business and a licensed private investigator (with the Ministry of Public Safety and Solicitor General of BC) and that you have appropriate insurance coverage for this purpose. You have further advised that your investigation rate is \$125.00 per hour. Please confirm that this is accurate information. We also discussed that there will likely be travel expenses associated with this file.

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Please don't hesitate to contact me at this email address or the telephone number listed below if you have any questions and / or concerns regarding this information.

Sheila

Sheila Cessford
Director, Professional Conduct
Teacher Regulation Branch
Ministry of Education
400 – 2025 West Broadway
Vancouver BC V6J 1Z6
Tel 604-714-3300
Fax 604.731.9145
Email sheila.cessford@gov.bc.ca

Our website is www.bcteacherregulation.ca

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From: [Beaton, Heather A EDUC:EX](#)
To: [Krysa, Karen EDUC:EX](#)
Cc: [Zacharuk, Christina PSEC:EX](#)
Subject: FW: Re: Contract Investigation
Date: Thursday, November 29, 2012 7:53:05 AM
Attachments: [Teacher Reg Branch - letter.pdf.pdf](#)
[William Ard - resume 2012.pdf.pdf](#)

Karen – attached is the info specifics for the person we will be direct awarding to, address etc..

His hourly rate is in the first attachment .

CZ:

The duration of this is thought to be about 3 months....let's go to end of fiscal....that's likely 3.5 months. CZ, if we can keep it in this fiscal that is better. Do you feel like that will be a challenge time wise?

Thanks

From: Zacharuk, Christina EDUC:EX
Sent: Thursday, November 29, 2012 7:47 AM
To: Beaton, Heather A EDUC:EX
Subject: RE: Re: Contract Investigation

Am attaching his letter and resume (rather impressive).

From: Beaton, Heather A EDUC:EX
Sent: Thursday, November 29, 2012 7:41 AM
To: Zacharuk, Christina EDUC:EX
Subject: RE: Re: Contract Investigation

What's bill's (contractor) last name? I don't see it here (below)

From: Zacharuk, Christina EDUC:EX
Sent: Thursday, November 29, 2012 7:32 AM
To: Beaton, Heather A EDUC:EX
Subject: RE: Re: Contract Investigation

There will be travel as he has to go Van-Vic. So yes, that makes sense. Not sure if he will need to go more than once – likely. It's a messy file ☹

From: Beaton, Heather A EDUC:EX
Sent: Thursday, November 29, 2012 7:29 AM
To: Zacharuk, Christina EDUC:EX
Subject: RE: Re: Contract Investigation

Ok – let's make it 15 – then we are safe.

Also – are there travel expenses here – so say 14K and 1K for travel?

thanks

From: Zacharuk, Christina EDUC:EX
Sent: Thursday, November 29, 2012 7:08 AM
To: Beaton, Heather A EDUC:EX
Subject: RE: Re: Contract Investigation

HB – likely we will need to increase the cost on this one but it will still be under the \$25K. More likely max of \$12k due to the complexity of the file.

CZ

From: Beaton, Heather A EDUC:EX
Sent: Wednesday, November 28, 2012 5:17 PM
To: Krysa, Karen EDUC:EX
Cc: Zacharuk, Christina EDUC:EX; Beaton, Heather A EDUC:EX
Subject: FW: Re: Contract Investigation
Importance: High

Karen – we need to discuss this tomorrow. Pls bring this to our bilateral if we do not touch base sooner – I would prefer to touch base sooner than the afternoon. Can you find 15 minutes for us?

Thanks

From: Zacharuk, Christina EDUC:EX
Sent: Tuesday, November 27, 2012 4:06 PM
To: Beaton, Heather A EDUC:EX
Subject: FW: Re: Contract Investigation

Hi HB – info the contract for the investigator; we do have a name of someone (below) we would like to direct award to. The past contracts have been in the \$5-7K range, so definitely within the \$25k.

We will add in other information as necessary. Is this enough to get going on it?

Thanks,

CZ

From: Cessford, Sheila EDUC:EX
Sent: Tuesday, November 27, 2012 3:59 PM
To: s.22
Cc: Zacharuk, Christina EDUC:EX
Subject: Re: Contract Investigation

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From: [Beaton, Heather A EDUC:EX](#)
To: [Zacharuk, Christina PSEC:EX](#)
Subject: RE: Re: Contract Investigation
Date: Thursday, November 29, 2012 7:33:29 AM

Ok sounds good.

thanks

From: Zacharuk, Christina EDUC:EX
Sent: Thursday, November 29, 2012 7:32 AM
To: Beaton, Heather A EDUC:EX
Subject: RE: Re: Contract Investigation

There will be travel as he has to go Van-Vic. So yes, that makes sense. Not sure if he will need to go more than once – likely. It's a messy file ☹

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From: [Cessford, Sheila EDUC:EX](#)
To: [Zacharuk, Christina PSEC:EX](#)
Cc: [Ip, Winson EDUC:EX](#)
Subject: FW: Contract Investigation
Date: Wednesday, November 28, 2012 7:24:53 AM
Attachments: [Teacher Reg Branch - letter.pdf](#)
[William Ard - resume 2012.pdf](#)

For your records and the file.

Sheila

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From: Bill Ard s.22
Sent: November 27, 2012 5:35 PM
To: Cessford, Sheila EDUC:EX
Subject: Re: Contract Investigation

Hello Sheila – here is my resume and a cover letter.

Bill Ard

From: [Cessford, Sheila EDUC:EX](#)
Sent: Tuesday, November 27, 2012 3:59 PM
To: [s.22](#)
Cc: [Zacharuk, Christina EDUC:EX](#)
Subject: Re: Contract Investigation

Hello Bill:

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No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.2793 / Virus Database: 2629/5921 - Release Date: 11/26/12

From: [Cessford, Sheila EDUC:EX](#)
To: [Zacharuk, Christina PSEC:EX](#)
Cc: [Ip, Winson EDUC:EX](#)
Subject: FW: Preliminary Meeting regarding TRB and Contract Investigations
Date: Wednesday, November 28, 2012 7:26:56 AM

For the record and the file.
Sheila

Sheila Cessford
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From: Bill Ard s.22
Sent: November 27, 2012 5:37 PM
To: Cessford, Sheila EDUC:EX
Subject: Re: Preliminary Meeting regarding TRB and Contract Investigations

Hi Sheila – I will attend at 1030 December 4th.

Thanks

Bill Ard

From: [Cessford, Sheila EDUC:EX](#)
Sent: Tuesday, November 27, 2012 5:11 PM
To: [s.22](#)
Subject: Preliminary Meeting regarding TRB and Contract Investigations

When: December 4, 2012 10:30 AM-11:30 AM (GMT-08:00) Pacific Time (US & Canada).
Where: PCU Boardroom at the TRB Offices

Note: The GMT offset above does not reflect daylight saving time adjustments.

~~*~*~*~*~*~*~*~*

No virus found in this message.
Checked by AVG - www.avg.com

From: Zacharuk, Christina EDUC:EX
Sent: Tuesday, November 27, 2012 4:11 PM
To: Cessford, Sheila EDUC:EX
Cc: Jackson, Stephanie A JAG:EX
Subject: RE: Re: Contract Investigation

Thanks Sheila – I have sent off to Heather Beaton to get the contract drafting going and I will copy and paste info from the FICOM contract as relevant/helpful.

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Cc: Zacharuk, Christina EDUC:EX
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From: [Zacharuk, Christina PSEC:EX](#)
To: [Cessford, Sheila EDUC:EX](#)
Subject: Direct Award Contract W.Ard
Date: Thursday, November 29, 2012 8:21:00 AM
Attachments: [Direct Award Contract W.Ard.docx](#)
Importance: High

Hi Sheila – please review and make an amendments you feel would be helpful. We should keep this very brief and high level, and please remember that this will be public.

Thanks,

Christina

MINISTRY OF EDUCATION DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

Policy:

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

Scope:

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

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

Procedures:

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

Please Note:

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

MINISTRY OF EDUCATION
DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

<p>Request Number: (optional tracking number assigned by ADM's or DM's office)</p>	<p><u>Date:</u></p>		
<p>Category:</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Human Resources or Labour Relations <input type="checkbox"/> Project Management <input checked="" type="checkbox"/> Subject Matter Expertise or Advice <input type="checkbox"/> IT Consulting Other (specify): </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Policy Research or Writing <input type="checkbox"/> Communications <input type="checkbox"/> Technical Support or Administrative Services <input type="checkbox"/> Professional Services </td> </tr> </table>		<input type="checkbox"/> Human Resources or Labour Relations <input type="checkbox"/> Project Management <input checked="" type="checkbox"/> Subject Matter Expertise or Advice <input type="checkbox"/> IT Consulting Other (specify):	<input type="checkbox"/> Policy Research or Writing <input type="checkbox"/> Communications <input type="checkbox"/> Technical Support or Administrative Services <input type="checkbox"/> Professional Services
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<p>Submitted by: C. Zacharuk</p>			
<p> <input checked="" type="checkbox"/> New Contract or <input type="checkbox"/> Amendment # </p>			
<p> Branch/Office: Teacher Regulation Branch <u>Original Contract Value:</u> (of contract or amendment) </p>			
<p> <u>Estimated \$ Value:</u> \$15,000. (if an amendment) </p>			
<p><u>Project/Service Requirement:</u> (describe the services required and provide an explanation of why you need to acquire these services)</p> <p>Deliverable and Timeline</p> <p>1. Complex and sensitive investigation, including indepth interviews and investigation of multiple complaints to the Commissioner for Teacher Regulation involving potential breaches of professional conduct standards by certificate holders involving K-12 students.</p>			
<p><u>Proposed Contractor:</u> William Ard (name)</p>			
<p><u>Timing:</u> (anticipated contract or amendment start and end date)</p> <p>Complete full investigation of files, conduct interviews with multiple witnesses and potential victims, and write a detailed report for the Commissioner of Teacher Regulation. Completion date: March 31, 2013</p>			
<p><u>Rationale for the Direct Award:</u></p> <p>Why is the requested contractor the only one that can meet your needs? (Provide specific, quantifiable factors and/or qualifications and explain why they are necessary).</p> <p>1. The contractor has extensive experience as a former RCMP officer and is familiar with the required interview techniques and investigative experience sufficient to support the requirements for the Commissioner of Teacher Regulation to make a process determination on this file. These skill sets include extensive knowledge of investigative techniques involving multiple witnesses, potential victims, and sensitive subject matter, including behaviour that involves minors</p> <p>2. The contractor is able to commence the work immediately.</p> <p>3. The Ministry believes that this vendor has the specialized and unique qualifications and experience necessary to perform the services that cannot be provided internally.</p> <p>4. The specific investigation is unusually large and complex, requiring focused resources in a condensed time frame, as directed by the Commissioner for Teacher Regulation.</p> <p>What internal resources or other contractors did you consider before arriving at the conclusion that the requested contractor was the only one that met your needs?</p> <p>The Branch consulted with the Financial Services Branch to ascertain if any other pre-approved contractors who would be able to provide equivalent service. It was decided that the best course of</p>			

MINISTRY OF EDUCATION
DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

action would be to publish a "Notice of Intent to Direct Award" as this would provide all contractors the opportunity to submit a proposal.

Has your branch used this contractor in the past 12 months? If yes, was the contract competitively bid or direct awarded?

No.

Impact If Not Approved:

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

If not approved, the investigation would be delayed due to other workload priorities and as a result witness statements and other evidence may be impacted; the students will be graduating and may not be available after June, 2013.

Approved / Not Approved by:

Approved / Not Approved by:

SOA/Assistant Deputy Minister

Deputy Minister

From: [Beaton, Heather A EDUC:EX](#)
To: [Avison, Claire AVED:EX](#)
Cc: [Zacharuk, Christina PSEC:EX](#)
Subject: RE: Flag for DM tomorrowTRB Contract Investigation
Date: Thursday, November 29, 2012 11:32:05 AM

Ok – we will do !!

Thanks!!

From: Avison, Claire EDUC:EX
Sent: Thursday, November 29, 2012 11:31 AM
To: Beaton, Heather A EDUC:EX
Cc: Zacharuk, Christina EDUC:EX
Subject: RE: Flag for DM tomorrowTRB Contract Investigation

I think you should post a NOI to direct award – approval was to direct award. thanks

Claire Avison | Assistant Deputy Minister, Governance, Legislation and Regulation | Ministry of Education | s.17 | claire.avison@gov.bc.ca

From: Beaton, Heather A EDUC:EX
Sent: Thursday, November 29, 2012 11:31 AM
To: Avison, Claire EDUC:EX
Cc: Zacharuk, Christina EDUC:EX
Subject: RE: Flag for DM tomorrowTRB Contract Investigation

Yeahhhhhhhhhhhhhhhhh

Just to be clear – we do not have to post an **Intent to Direct Award**?

From: Avison, Claire EDUC:EX
Sent: Thursday, November 29, 2012 11:28 AM
To: Beaton, Heather A EDUC:EX
Cc: Zacharuk, Christina EDUC:EX
Subject: RE: Flag for DM tomorrowTRB Contract Investigation

James has approved the direct awarding of this contract.

Claire Avison | Assistant Deputy Minister, Governance, Legislation and Regulation | Ministry of Education | s.17 | claire.avison@gov.bc.ca

From: Avison, Claire EDUC:EX
Sent: Wednesday, November 28, 2012 5:39 PM
To: Beaton, Heather A EDUC:EX
Cc: Zacharuk, Christina EDUC:EX
Subject: RE: Flag for DM tomorrowTRB Contract Investigation

One more thing....just confirming these are the SMUS investigations?

Claire Avison | Assistant Deputy Minister, Governance, Legislation and Regulation | Ministry of Education | s.17 | claire.avison@gov.bc.ca

From: Beaton, Heather A EDUC:EX
Sent: Wednesday, November 28, 2012 5:19 PM
To: Avison, Claire EDUC:EX
Cc: Zacharuk, Christina EDUC:EX; Beaton, Heather A EDUC:EX
Subject: Flag for DM tomorrow TRB Contract Investigation
Importance: High

Claire – pls flag for James tomorrow this is coming. If we can get Paige to sign off in his absence that would be great. I will work with karen tomorrow to get it all lined up.....for sign-off next week.

thanks

From: Zacharuk, Christina EDUC:EX
Sent: Tuesday, November 27, 2012 4:06 PM
To: Beaton, Heather A EDUC:EX
Subject: FW: Re: Contract Investigation

Hi HB – info the contract for the investigator; we do have a name of someone (below) we would like to direct award to. The past contracts have been in the \$5-7K range, so definitely within the \$25k.

We will add in other information as necessary. Is this enough to get going on it?

Thanks,

CZ

From: Cessford, Sheila EDUC:EX
Sent: Tuesday, November 27, 2012 3:59 PM
To: s.22
Cc: Zacharuk, Christina EDUC:EX
Subject: Re: Contract Investigation

Hello Bill:

Thank-you for speaking with me today. This is to confirm our conversation regarding your willingness and availability to conduct several investigations (6) on a contract basis on behalf of the Commissioner and the Teacher Regulation Branch, Ministry of Education. Please provide a copy of your CV and a cover letter to confirm your interest. I am copying this email to the Executive Director, Christina Zacharuk, so that she can commence preparation of the contract which will include your current contact information:

s.22

You advised that you are currently licensed as a sole-proprietor private investigation business and a licensed private investigator (with the Ministry of Public Safety and Solicitor General of BC) and that you have appropriate insurance coverage for this purpose. You have further advised that your investigation rate is \$125.00 per hour. Please confirm that this is accurate information. We also discussed that there will likely be travel expenses associated with this file.

I am copying the Executive Director with respect to this email. I will send you an Outlook invitation for a meeting next Tuesday, December 4, 2012, at the TRB office location (address listed below) to discuss these investigations and the terms of the contract. I look forward to seeing you then.

Please don't hesitate to contact me at this email address or the telephone number listed below if you have any questions and / or concerns regarding this information.

Sheila

Sheila Cessford
Director, Professional Conduct
Teacher Regulation Branch
Ministry of Education
400 – 2025 West Broadway
Vancouver BC V6J 1Z6
Tel 604-714-3300
Fax 604.731.9145
Email sheila.cessford@gov.bc.ca

Our website is www.bcteacherregulation.ca

This email may contain confidential information which may be privileged and is intended for the exclusive use of the addressee. Any other person is strictly prohibited from disclosing, distributing or reproducing it. If the addressee cannot be reached or is unknown to you, please inform us immediately by telephone or email.

From: Zacharuk, Christina PSEC:EX
To: Krysa, Karen EDUC:EX; Beaton, Heather A EDUC:EX
Cc: Wu, Annie EDUC:EX
Subject: RE: TRB Contract direct award
Date: Monday, December 10, 2012 4:24:00 PM

Thanks Karen – and then if you could connect with Annie Wu at TRB on the invoice side as she will need to release payment. I am copying her here. Annie is our financial officer and is acting for Monica.

Annie – this is regard to the Bill Ard contract.

Thanks everyone,
CZ

From: Krysa, Karen EDUC:EX
Sent: Monday, December 10, 2012 4:19 PM
To: Beaton, Heather A EDUC:EX
Cc: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

Yes, I would be happy to help out and be the contract manager.

Yes all the invoices should be sent to me. I will make sure the contract reflects that.

Karen

From: Beaton, Heather A EDUC:EX
Sent: Monday, December 10, 2012 4:01 PM
To: Krysa, Karen EDUC:EX
Cc: Zacharuk, Christina EDUC:EX
Subject: FW: TRB Contract direct award

Karen – will you be the Contract manager on this contract?

Let CZ and I know ok – then the invoices etc need to come through you?

From: Zacharuk, Christina EDUC:EX
Sent: Monday, December 10, 2012 3:54 PM
To: Beaton, Heather A EDUC:EX
Subject: RE: TRB Contract direct award

Would love it if she is the contract manager – no one here knows and I don't have time...thanks!!

From: Beaton, Heather A EDUC:EX
Sent: Monday, December 10, 2012 3:50 PM
To: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

Karen can be the contract manager if you want? Just let us know – then we will make sure she is.

She would just monitor invoices and that they match the schedule items.
Up to you – but she is good at it. Unless you have someone there that does this and it is thus not extra work at this time.

hb

MINISTRY OF EDUCATION
DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

Request Number:

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

Date:

Category:

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

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

Other (specify):

Submitted by: C. Zacharuk

☒ **New Contract**

or

☐ **Amendment #**

Branch/Office: Teacher Regulation Branch

Estimated \$ Value: \$20,000

Original Contract Value:

(of contract or amendment)

(if an amendment)

Project/Service Requirement:

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

Deliverable and Timeline

1. Complex and sensitive investigation including in-depth interviews and investigation of multiple complaints made to the Commissioner of Teacher Regulation involving potential breaches of professional conduct standards by certificate holders concerning K-12 students.

Proposed Contractor: William Ard

(name)

Timing:

(anticipated contract or amendment start and end date)

Complete full investigation of files, conduct interviews with multiple witnesses and potential victims, and write a detailed report for the Commissioner of Teacher Regulation. Completion date: March 31, 2013

Rationale for the Direct Award:

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

1. The contractor has extensive experience as a former RCMP officer and is familiar with the required interview techniques and investigative experience sufficient to support the requirements for the Commissioner of Teacher Regulation to make a process determination on this file. These skill sets include extensive knowledge of investigative techniques involving multiple witnesses, potential victims, and sensitive subject matter, including behaviour that involves minors.
2. The contractor is able to commence the work immediately.
3. The Ministry believes that this vendor has the specialized and unique qualifications and experience necessary to perform the services that cannot be provided internally.
4. The specific investigation is unusually large and complex, requiring focused resources in a condensed time frame, as directed by the Commissioner of Teacher Regulation.

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

The Branch consulted with the Financial Services Branch to ascertain if any other pre-approved contractors who would be able to provide equivalent service. It was decided that the best course of



MINISTRY OF EDUCATION
DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

action would be to publish a "Notice of Intent to Direct Award" as this would provide all contractors the opportunity to submit a proposal.

Has your branch used this contractor in the past 12 months? If yes, was the contract competitively bid or direct awarded?

No.

Impact If Not Approved:

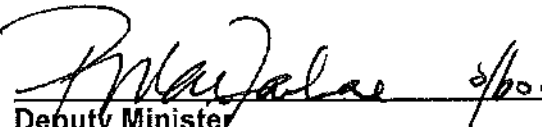
(What is the financial, program or other impact if this direct award or amendment is not approved and a competitive process is required?)

If not approved, the investigation would be delayed due to other workload priorities and as a result witness statements and other evidence may be impacted; the students will be graduating and may not be available after June, 2013.

Approved / Not Approved by:

Approved ☒ Not Approved by:

SOA/Assistant Deputy Minister



Deputy Minister

From: [Zacharuk, Christina PSEC:EX](#)
To: [Krysa, Karen EDUC:EX](#)
Cc: [Beaton, Heather A EDUC:EX](#)
Subject: RE: TRB Contract direct award
Date: Sunday, December 9, 2012 4:18:00 PM
Attachments: [Teacher Reg Branch - letter.pdf.pdf](#)
[20121130161429.pdf.pdf](#)
[W.Ard Contract.docx](#)

Hi Karen – I've not had to fill one of these out before. Could I trouble you to work with Diana Lucas to see if everything is in order before I send off to Bill Ard? I am also attaching the NOI and a letter from Bill for further information. I have embedded a question as well into the draft contract. We're meeting with Bill on the 14th, but I would like to get to him ahead of time to review so that he can come with any queries and we can sign off at the same meeting.

Thanks for your help, it's very much appreciated.

Christina

From: Krysa, Karen EDUC:EX
Sent: Friday, December 7, 2012 8:34 AM
To: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

Good morning,

See attached. If you have any questions, please do not hesitate to contact me.

Some of the Schedules to the Contract may not apply . . . but there are fairly good instructions on the pages to help you decide. Nevertheless, I am here to answer any queries.

I wasn't feeling well yesterday so stayed home in bed and feel much better today!

I hope you're well.

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Thursday, December 6, 2012 3:15 PM
To: Krysa, Karen EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: RE: TRB Contract direct award

Hi Karen – just to be sure I send the right one for Bill to sign, could you please send me a copy of the contract for his signature? And he's applied for the WCB coverage, so I'm totally comfortable going ahead.

Thanks again,

CZ

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 4:17 PM
To: Zacharuk, Christina EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: RE: TRB Contract direct award

Hi Christina, just to update you, Claire has approved by email but she also decided not to post the NOI b/c there is no requirement. So, I clarified with Diana and her response was:

Yes, as you will see in the trail of e-mails I made the observation:

Be certain you want to post the NOI. It is only mandatory<http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/06_Procurement.htm#1632c> with proposed contracts that the ministry wants to award on the basis that there is only one contractor that can perform work having a total value of \$50,000 or greater. Some branches of the ministry wish to exceed this requirement by posting NOIs for proposed contracts between \$25,000 - \$50,000. This one is even lower dollar value.

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> I will help with whatever you decide,

s.13

So, we also checked to see where it has to go after this and the answer on the SharePoint is the DM's office is the final approval required. I can send you a copy of the table on Monday if you wish to see it?

Paige has signed off the Direct Award Contract Pre-approval, fyi. See attached.

Just to let you know, I had to call Mr. Ard because when we were working on the Notice of Intent, she needed to change "The contractor" to "Ard" in the Rationale part because using "the contractor" may be perceived as already having let the contract. Diana also asked me to ask him for his WCB coverage number and he does not have it . . . most general service contracts require people to have Worksafe coverage if they should be in a government building and have an accident, then they would be covered. I told him I would get back to him on that. We can discuss this on Monday if you're in?

So, have a great weekend!

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 2:06 PM
To: Krysa, Karen EDUC:EX
Subject: RE: TRB Contract direct award

Thanks ☺

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 2:06 PM
To: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

Hi Christina,

Yes, I am walking the paperwork up to Diana. Then Claire, then Paige (Acting DM) today. Diana is going to post this aft. Will confirm with you via email.

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 11:21 AM
To: Krysa, Karen EDUC:EX
Subject: RE: TRB Contract direct award

Hi Karen –thanks for this. I should be the contact as s.22

s.22and can we post for less time? I think we did the Mitic contract for a week?

One more Q (and apologies as I think Heather covered this but want to make sure I understand):
Diana will review, Claire and Paige (for James) will sign, and then it will be posted?

Thanks again!

Christina

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 11:03 AM
To: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

Hi Christina,

A couple of questions while filling out the NOI . . . who do you want to be the contact for the objections?
Heather or Sheila? And what time frame do you want for the NOI? 2 weeks from today (Diana Lucas will post it this afternoon after her meetings end around 1 pm)?

Thanks

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 8:54 AM
To: Beaton, Heather A EDUC:EX; Krysa, Karen EDUC:EX
Cc: Poirier, Dorice EDUC:EX; Langton, Heather EDUC:EX; Lucas, Diana V EDUC:EX
Subject: RE: TRB Contract direct award

Hi Karen,

Thanks again for your help on this. Attached is the draft contract wording for the NOI. Please let me know if you need anything else.

Heather – Claire and I discussed, and we upped the maximum amount to accommodate any other investigative work if needed.

Thanks again all,

Christina

From: Beaton, Heather A EDUC:EX
Sent: Thursday, November 29, 2012 3:46 PM
To: Krysa, Karen EDUC:EX
Cc: Zacharuk, Christina EDUC:EX; Poirier, Dorice EDUC:EX; Langton, Heather EDUC:EX; Lucas, Diana V EDUC:EX
Subject: TRB Contract direct award
Importance: High

Karen – in light of my being off for the next few days, I am just closing the loop on this so we are all on the same page ...

CZ will send us the information we need soon as she has it. She feels likely tomorrow.

Once you check it and ensure all the forms are ready, please ensure Diana sees it all BEFORE it goes to Claire and the DM for sign off.

Please make sure we keep Diana Lucas in the loop (I have copied Diana on this note) as Diana will help us get the ***Intent to Direct Award*** posted.

Once all the work is ready - please have Dorice ensure Claire sees it and approves it.
Then Dorice will get it up to Heather Langton to get it in front of the DM for his approval signature.

Thanks everyone.....

Heather Beaton

Director, Cross Sector and Strategic Initiatives
Governance, Legislation and Regulation
Ministry of Education
s.17
Email: Heather.Beaton@gov.bc.ca

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From: [Krysa, Karen EDUC:EX](#)
To: [Zacharuk, Christina PSEC:EX](#)
Subject: RE: TRB Contract direct award
Date: Friday, December 7, 2012 8:33:40 AM
Attachments: s.22

Good morning,

See attached. If you have any questions, please do not hesitate to contact me.

Some of the Schedules to the Contract may not apply . . . but there are fairly good instructions on the pages to help you decide. Nevertheless, I am here to answer any queries.

s.22

I hope you're well.

Karen

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Cc: Beaton, Heather A EDUC:EX
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So, have a great weekend!

Karen

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To: Krysa, Karen EDUC:EX
Subject: RE: TRB Contract direct award

Thanks ☺

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Subject: RE: TRB Contract direct award

Hi Christina,

Yes, I am walking the paperwork up to Diana. Then Claire, then Paige (Acting DM) today. Diana is going to post this aft. Will confirm with you via email.

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Subject: RE: TRB Contract direct award

Hi Karen –thanks for this. I should be the contact as^{s.22}

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Thanks

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From: Krysa, Karen EDUC:EX
To: Zacharuk, Christina PSEC:EX
Subject: RE: TRB Contract direct award
Date: Tuesday, December 4, 2012 3:20:22 PM

s.13,s.14

From: Zacharuk, Christina EDUC:EX
Sent: Tuesday, December 4, 2012 9:49 AM
To: Krysa, Karen EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: Re: TRB Contract direct award

Great, thanks Karen - let's wait for the worksafe answer so we can get him to sign everything at once.
Appreciate it. CZ

From: Krysa, Karen EDUC:EX
Sent: Tuesday, December 04, 2012 09:43 AM
To: Zacharuk, Christina EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: RE: TRB Contract direct award

Hi,

Here is the information from the FASB Wiki respecting the approvals required.

https://educstaff.gov.bc.ca/fasb_wiki/Approval%20Requirements%20-%20Quick%20Reference.aspx or

Expense type	Usual STOB	Must be approved by...
Overtime	50	ADM
Ongoing overtime	50	DM Committee on Exp Mgmt
Travel in-province	57	ADM
Travel out-of-province	57	DM
Contracts - all	60 & 61	ADM
Contracts – direct awards (\$1,500 or more)	60 & 61	DM
Attending conferences	65	DM
Attending Fed/Prov./Territorial meetings	65	DM to the Premier
Furniture or equipment purchases	65	DM to the Premier
Paid meeting facilities	65	DM
Tenant improvements	65	ADM

So for sure you can proceed with the contract.

I talked to Bill about the Worksafe coverage thing . . . he said he was willing to take the risk that if an accident

should occur while he was on business, he would not be covered.

s.13

I will get back to you on that.

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Monday, December 3, 2012 3:19 PM
To: Krysa, Karen EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: RE: TRB Contract direct award

Hi Karen – just wondering if there's any update? Bill is coming in tomorrow to discuss at a very high level processes etc and it would be great to give him a copy of the contract to sign if possible. If not, that's fine.

Thanks again,

Christina

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 4:25 PM
To: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

I am 99.9% sure we have the final approval we need but would like to wait until Monday to confirm in writing if that's okay?

Plus, it would be good to have the conversation about the worksafe coverage.

Cheers,

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 4:23 PM
To: Krysa, Karen EDUC:EX
Cc: Beaton, Heather A EDUC:EX; Cessford, Sheila EDUC:EX
Subject: RE: TRB Contract direct award

Sounds good – thanks so much Karen. I won't let Bill know the contract is ready to be signed until we sort out the Work safe issue and we get the final approval. Great news we don't have to post.

Christina

From: Krysa, Karen EDUC:EX
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Cc: Beaton, Heather A EDUC:EX
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Heather Beaton

Director, Cross Sector and Strategic Initiatives

Governance, Legislation and Regulation

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COURAGE|TEAMWORK|PASSION|SERVICE|CURIOSITY|ACCOUNTABILITY

Collaboration can only occur when everyone that has a stake in an issue is at the table!

From: [Cessford, Sheila EDUC:EX](#)
To: [Zacharuk, Christina PSEC:EX](#)
Subject: FW: WorkSafeBC Internet Application Confirmation
Date: Wednesday, December 5, 2012 5:17:05 PM
Attachments: Ard - Worksafe BC registration confirmation.pdf

Hi Christina:

As per our discussion, please forward Bill's contract to him when it is available and if you could send to me so I am apprised if he has any questions of me.

Thanks.

Sheila

Sheila Cessford
Director, Professional Conduct
Teacher Regulation Branch
Ministry of Education
400 – 2025 West Broadway
Vancouver BC V6J 1Z6
Tel 604-714-3300
Fax 604.731.9145

Email sheila.cessford@gov.bc.ca

Our website is www.bcteacherregulation.ca

This email may contain confidential information which may be privileged and is intended for the exclusive use of the addressee. Any other person is strictly prohibited from disclosing, distributing or reproducing it. If the addressee cannot be reached or is unknown to you, please inform us immediately by telephone or email.

-----Original Message-----

From: Bill Ard [[mailto:s.22](#)]
Sent: December 5, 2012 12:19 PM
To: Cessford, Sheila EDUC:EX
Subject: Fw: WorkSafeBC Internet Application Confirmation

Hi Sheila - I am forwarding the email from Worksafe BC confirming my registration and I have also attached a pdf of the page showing my temporary internet registration confirmation number which is IR34115921.

I trust that is satisfactory proof of registration.

See you friday Dec 14th at 10 AM.

Bill

-----Original Message-----

From: register@worksafebc.com
Sent: Wednesday, December 05, 2012 11:35 AM
To: bill.ard@shaw.ca
Subject: WorkSafeBC Internet Application Confirmation

Thank you for your online registration application with WorkSafeBC. The firm's application will be reviewed by a WorkSafeBC Officer. If clarification is required you will be contacted.

Please do not submit multiple applications for the same business. Doing so will result in a delay in processing your Internet Registration Application.

When discussing the registration with WorkSafeBC, please refer to the temporary Internet Registration Confirmation Number **s.22**

The status of the firm's application will generally be confirmed in writing.

If you do not receive an email notification within two weeks please contact the Employer Service Centre during regular business hours.

By phone: 604 244-6181 or toll free: 1 888 922-2768 By fax: 604 244-6490 By mail: P.O. Box 5350 Station Terminal Vancouver BC V6B 5L5

The eligibility and classification determinations provided here are subject to WorkSafeBC review. If on review WorkSafeBC finds that the eligibility or classification needs to be amended, the judgement of the WorkSafeBC officer will supersede this Internet application.

Thank you,

Employer Service Centre

WorkSafeBC

Do you know how to drive properly in winter conditions? Shift Into Winter - find out how to prepare your vehicle and yourself. Visit the Winter Driving Safety page on WorkSafeBC.com to learn more.

CONFIDENTIALITY DISCLAIMER

The information contained in this transmission may contain privileged and confidential information of WorkSafeBC - the Workers' Compensation Board. It is intended for review only by the person(s) named above. Dissemination, distribution or duplication of this communication is strictly prohibited by all recipients unless expressly authorized otherwise. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Thank you.


No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.2793 / Virus Database: 2634/5927 - Release Date: 11/29/12

Registration Application Confirmation

The application for registration is complete.

 [Please print this page for your records](#)

When discussing the registration with WorkSafeBC, please refer to the following temporary Internet Registration Confirmation Number:

s.22

The firm's application will be reviewed by a WorkSafeBC Officer. If clarification is required you will be contacted. The status of the firm's application will generally be confirmed in writing within one week.

If you do not receive an e-mail notification within two weeks please contact the Employer Service Centre during regular business hours.

By phone: 604 244-6181 or toll-free: 1 888 922-2768

By fax: 604 244-6490

By mail: P.O. Box 5350 Station Terminal Vancouver BC V6B 5L5

Optional Coverage, including an application for Personal Optional Protection is subject to verification of the information provided.

The eligibility and classification determinations provided here are subject to WorkSafeBC review. If on review WorkSafeBC finds that the eligibility or classification needs to be amended, the judgement of the WorkSafeBC officer will supersede this Internet application.

Changes in ownership, legal entity or the nature of the business may affect eligibility for registration and the assessment rate, and should be reported to WorkSafeBC immediately. If WorkSafeBC is not advised of these changes or if inaccurate, incomplete, or false information is submitted, additional assessments, fees, and costs may be charged to the account.

What would you like to do next?

Register your business with other agencies



- ✔ Get a Business Number
- ✔ Register with the Canada Revenue Agency
- ✔ Register a proprietorship or partnership with the Ministry of Citizens' Services
- ✔ Obtain a Municipal business licence
- ✔ Renew a liquor licence
- ✔ Change your business address with several agencies

Get access to our secured online services



Our online services offer a convenient and secure way of doing business with us.

Once you've signed up, you'll be able to:

- ✔ Report your payroll online
- ✔ Pay your WorkSafeBC premium online
- ✔ Request a Clearance Letter online
- ✔ Submit online Incident and Injury Reports (Form7)

[Download online services brochure](#)



Visit

WORKING TO MAKE A DIFFERENCE
worksafebc.com

- ✔ Find out if the [company you're hiring is registered with WorkSafeBC](#)
- ✔ Go to our [Health & Safety Centre](#) for comprehensive information about workplace injury prevention and industry association contact details.

From: Zacharuk, Christina EDUC:EX
Sent: Tuesday, December 4, 2012 9:49 AM
To: Krysa, Karen EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: Re: TRB Contract direct award

Great, thanks Karen - let's wait for the worksafe answer so we can get him to sign everything at once.
 Appreciate it. CZ

From: Krysa, Karen EDUC:EX
Sent: Tuesday, December 04, 2012 09:43 AM
To: Zacharuk, Christina EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: RE: TRB Contract direct award

Hi,

Here is the information from the FASB Wiki respecting the approvals required.

https://educstaff.gov.bc.ca/fasb_wiki/Approval%20Requirements%20-%20Quick%20Reference.aspx or

Expense type	Usual STOB	Must be approved by...
Overtime	50	ADM
Ongoing overtime	50	DM Committee on Exp Mgmt
Travel in-province	57	ADM
Travel out-of-province	57	DM

Contracts - all	60 & 61	ADM
Contracts – direct awards (\$1,500 or more)	60 & 61	DM
Attending conferences	65	DM
Attending Fed/Prov./Territorial meetings	65	DM to the Premier
Furniture or equipment purchases	65	DM to the Premier
Paid meeting facilities	65	DM
Tenant improvements	65	ADM

So for sure you can proceed with the contract.

I talked to Bill about the Worksafe coverage thing . . . he said he was willing to take the risk that if an accident should occur while he was on business, he would not be covered.

I think you can contract with him without the WCB coverage but I would like to check with a few folks here respecting whether you would ask him to sign a waiver? Waiving his right to sue the TRB should an accident occur?

I will get back to you on that.

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Monday, December 3, 2012 3:19 PM
To: Krysa, Karen EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: RE: TRB Contract direct award

Hi Karen – just wondering if there’s any update? Bill is coming in tomorrow to discuss at a very high level processes etc and it would be great to give him a copy of the contract to sign if possible. If not, that’s fine.

Thanks again,

Christina

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 4:25 PM
To: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

I am 99.9% sure we have the final approval we need but would like to wait until Monday to confirm in writing if that’s okay?

Plus, it would be good to have the conversation about the worksafe coverage.

Cheers,

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 4:23 PM
To: Krysa, Karen EDUC:EX
Cc: Beaton, Heather A EDUC:EX; Cessford, Sheila EDUC:EX
Subject: RE: TRB Contract direct award

Sounds good – thanks so much Karen. I won’t let Bill know the contract is ready to be signed until we sort

out the Work safe issue and we get the final approval. Great news we don't have to post.

Christina

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 4:17 PM
To: Zacharuk, Christina EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: RE: TRB Contract direct award

Hi Christina, just to update you, Claire has approved by email but she also decided not to post the NOI b/c there is no requirement. So, I clarified with Diana and her response was:

Yes, as you will see in the trail of e-mails I made the observation:

Be certain you want to post the NOI. It is only mandatory<http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/06_Procurement.htm#1632c> with proposed contracts that the ministry wants to award on the basis that there is only one contractor that can perform work having a total value of \$50,000 or greater. Some branches of the ministry wish to exceed this requirement by posting NOIs for proposed contracts between \$25,000 - \$50,000. This one is even lower dollar value.

>

> I will help with whatever you decide,

s.13

So, we also checked to see where it has to go after this and the answer on the SharePoint is the DM's office is the final approval required. I can send you a copy of the table on Monday if you wish to see it?

Paige has signed off the Direct Award Contract Pre-approval, fyi. See attached.

Just to let you know, I had to call Mr. Ard because when we were working on the Notice of Intent, she needed to change "The contractor" to "Ard" in the Rationale part because using "the contractor" may be perceived as already having let the contract. Diana also asked me to ask him for his WCB coverage number and he does not have it . . . most general service contracts require people to have Worksafe coverage if they should be in a government building and have an accident, then they would be covered. I told him I would get back to him on that. We can discuss this on Monday if you're in?

So, have a great weekend!

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 2:06 PM
To: Krysa, Karen EDUC:EX
Subject: RE: TRB Contract direct award

Thanks ☺

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 2:06 PM
To: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

Hi Christina,

Yes, I am walking the paperwork up to Diana. Then Claire, then Paige (Acting DM) today. Diana is going to post

this aft. Will confirm with you via email.

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 11:21 AM
To: Krysa, Karen EDUC:EX
Subject: RE: TRB Contract direct award

Hi Karen –thanks for this. I should be the contact as s.22 .and
can we post for less time? I think we did the Mitic contract for a week?

One more Q (and apologies as I think Heather covered this but want to make sure I understand): Diana will review, Claire and Paige (for James) will sign, and then it will be posted?

Thanks again!

Christina

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 11:03 AM
To: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

Hi Christina,

A couple of questions while filling out the NOI . . . who do you want to be the contact for the objections? Heather or Sheila? And what time frame do you want for the NOI? 2 weeks from today (Diana Lucas will post it this afternoon after her meetings end around 1 pm)?

Thanks

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 8:54 AM
To: Beaton, Heather A EDUC:EX; Krysa, Karen EDUC:EX
Cc: Poirier, Dorice EDUC:EX; Langton, Heather EDUC:EX; Lucas, Diana V EDUC:EX
Subject: RE: TRB Contract direct award

Hi Karen,

Thanks again for your help on this. Attached is the draft contract wording for the NOI. Please let me know if you need anything else.

Heather – Claire and I discussed, and we upped the maximum amount to accommodate any other investigative work if needed.

Thanks again all,

Christina

From: Beaton, Heather A EDUC:EX

Sent: Thursday, November 29, 2012 3:46 PM

To: Krysa, Karen EDUC:EX

Cc: Zacharuk, Christina EDUC:EX; Poirier, Dorice EDUC:EX; Langton, Heather EDUC:EX; Lucas, Diana V EDUC:EX

Subject: TRB Contract direct award

Importance: High

Karen – in light of my being off for the next few days, I am just closing the loop on this so we are all on the same page ...

CZ will send us the information we need soon as she has it. She feels likely tomorrow.

Once you check it and ensure all the forms are ready, please ensure Diana sees it all BEFORE it goes to Claire and the DM for sign off.

Please make sure we keep Diana Lucas in the loop (I have copied Diana on this note) as Diana will help us get the ***Intent to Direct Award*** posted.

Once all the work is ready - please have Dorice ensure Claire sees it and approves it.

Then Dorice will get it up to Heather Langton to get it in front of the DM for his approval signature.

Thanks everyone.....

Heather Beaton

Director, Cross Sector and Strategic Initiatives

Governance, Legislation and Regulation

Ministry of Education

s.17

Email: Heather.Beaton@gov.bc.ca

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Collaboration can only occur when everyone that has a stake in an issue is at the table!



GENERAL SERVICE AGREEMENT

CONTRACT NO C13/

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THIS AGREEMENT is dated for reference the ____ day of _____, 20__.

BETWEEN:

@LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number:
@ADDRESS
@POSTAL CODE
@FAX NUMBER
@EMAIL

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by _____ (the "Province") with the following specified address and fax number:
@ADDRESS
@POSTAL CODE
@FAX NUMBER
@EMAIL

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of Services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule, plus any applicable taxes; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.
- The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

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

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
- (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional Terms

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

[Instructions are red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in black font. Examples of contract language are “quoted,” remove quotation marks prior to use.]

[A form of Schedule A must always be attached to the General Service Agreement.]

PART 1. TERM:

1. Subject to section 2 of this Part 1, *[delete if no extension option to be provided for in 2]* The term of this Agreement commences on _____ and ends on _____.

2. *[Specify any option to extend the term here or delete.]*

PART 2. SERVICES:

[Include a detailed description of all aspects of the Services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs

[Deliverables or the Services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: “The Contractor must...”]

Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: “The Contractor must...”]

Outcomes

[Expected results flowing from the contracted Services.]

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

[Insert a list of outcomes here or insert “See attached Outcomes” here and attach list of outcomes in separate document labeled “Outcomes” attached at the end of this Schedule.]

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

Reporting requirements

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

PART 3. RELATED DOCUMENTATION:

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state “Not applicable” under section 1. and move on to Part 4.]

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

[If physically attaching documentation use the following section 2.]

2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

ATTACHED: NOT APPLICABLE

Appendix 2 – Solicitation document excerpt

ATTACHED: NOT APPLICABLE

Appendix 3 – Proposal excerpt

ATTACHED: NOT APPLICABLE

Appendix 4 – *[specify]*

ATTACHED: NOT APPLICABLE

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state “not applicable” but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

- (a)
- (b)
- (c)

Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

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

2. FEES: [Choose one or a combination of the following and delete the rest.]

Daily Rate

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

Hourly Rate

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

Rate per Unit/Deliverable

Fees: at a rate of \$____ for each [unit/deliverable] provided by the Contractor as Services during the Term up to ____ [units/deliverables].

Flat Rate

Fees: \$____ for performing the Services during the Term.

3. EXPENSES:

Expenses: [If the Contractor is not to be paid for any expenses, delete paragraphs a. to c. below and insert "None."]

- a. travel, accommodation and meal expenses for travel greater than _____ [insert "32 kilometers" or other agreed distance] away from _____ [insert place in which Contractor is located or other agreed location] on the same basis as the Province pays its _____ [insert "Group I" or "Group II" or ? to complete this paragraph] employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. [Describe here if any other type of expense to be permitted.]

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for [insert description of billing period here- see examples below] (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."]

- (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

[Choose one of the following:

For Daily Rate situations

- "all hours worked on each day during the Billing Period";

For Hourly Rate situations

- "all hours worked during the Billing Period";

For Rate per Unit/Deliverable situations

- "all (units/deliverables) provided during the Billing Period"]

for which the Contractor claims fees and a description of the applicable fee rates;

- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

[If flat rate, use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

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

5. PAYMENTS DUE:

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

6. HARMONIZED SALES TAX:

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

Schedule C – Approved Subcontractor(s)

[Approving Subcontractors using Schedule C is optional.

If the Province is willing to approve certain named Subcontractors at the time of entering into the Agreement, the approved Subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.

All bracketed instructions must be deleted.]

Schedule D – Insurance

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
 - (b) *[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:*

<http://www.min.fin.gov.bc.ca/PT/rmb/forms/coiover.stm>

OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace "." at the end of paragraph (a) and substitute "; and". If not requiring additional insurance, delete "(b)".]
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

[Schedule E must be used without modification (except for inserting or deleting the information contemplated by the instructions below) subject to the following:

- Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the Freedom of Information and Protection of Privacy Act) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable." under the "Schedule E – Privacy Protection Schedule" heading above.
- A alternative version of Schedule E may only be used if authorized by Knowledge and Information Services, Ministry of Citizens' Services under the circumstances described at:

http://www.cio.gov.bc.ca/services/privacy/Public_Sector/contracting/privacy_protection_schedule/default.asp

All bracketed instructions must be deleted.]

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

[Adding additional terms using Schedule F is optional.]

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.

If not, then insert “Not applicable.” under the “Schedule F – Additional Terms” heading above.

All bracketed instructions must be deleted.]

Schedule G – Security Schedule

[Unless your Ministry's legal counsel otherwise approves, Schedule G and Appendix G1 must be used without modification if their use is required by the "Instructions for using the Security Schedule"]

If Schedule G is not applicable, then delete all of the Schedule and Appendix G1 and insert "Not applicable." under the "Schedule G – Security Schedule" heading above.

All bracketed instructions must be deleted.]

Definitions

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

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

Facilities and Equipment protection and access control

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

Sensitive Information access control

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

Integrity of Information

10. The Contractor must:
- (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
- (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

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

Notice of security breaches

13. If Contractor becomes aware that:
- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
 - (b) unauthorized access to Facilities or Equipment
- has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

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

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

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

Termination of Agreement

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

Interpretation

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

SCHEDULE G – Appendix G1 – Security screening requirements

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

Verification of name, date of birth and address

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

Primary Identification	Secondary Identification
Issued by ICBC: <ul style="list-style-type: none">• B.C. driver’s licence or learner’s licence (must have photo)• B.C. Identification (BCID) card Issued by provincial or territorial government: <ul style="list-style-type: none">• Canadian birth certificate Issued by Government of Canada: <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.

From: Krysa, Karen EDUC:EX
To: Zacharuk, Christina PSEC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: RE: TRB Contract direct award
Date: Tuesday, December 4, 2012 9:43:52 AM

Hi,

Here is the information from the FASB Wiki respecting the approvals required.

https://educstaff.gov.bc.ca/fasb_wiki/Approval%20Requirements%20-%20Quick%20Reference.aspx or

Expense type	Usual STOB	Must be approved by...
Overtime	50	ADM
Ongoing overtime	50	DM Committee on Exp Mgmt
Travel in-province	57	ADM
Travel out-of-province	57	DM
Contracts - all	60 & 61	ADM
Contracts – direct awards (\$1,500 or more)	60 & 61	DM
Attending conferences	65	DM
Attending Fed/Prov./Territorial meetings	65	DM to the Premier
Furniture or equipment purchases	65	DM to the Premier
Paid meeting facilities	65	DM
Tenant improvements	65	ADM

So for sure you can proceed with the contract.

I talked to Bill about the Worksafe coverage thing . . . he said he was willing to take the risk that if an accident should occur while he was on business, he would not be covered.

I think you can contract with him without the WCB coverage but I would like to check with a few folks here respecting whether you would ask him to sign a waiver? Waiving his right to sue the TRB should an accident occur?

I will get back to you on that.

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Monday, December 3, 2012 3:19 PM
To: Krysa, Karen EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: RE: TRB Contract direct award

Hi Karen – just wondering if there’s any update? Bill is coming in tomorrow to discuss at a very high level processes etc and it would be great to give him a copy of the contract to sign if possible. If not, that’s fine.

Thanks again,

Christina

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 4:25 PM
To: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

I am 99.9% sure we have the final approval we need but would like to wait until Monday to confirm in writing if that's okay?

Plus, it would be good to have the conversation about the worksafe coverage.

Cheers,

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 4:23 PM
To: Krysa, Karen EDUC:EX
Cc: Beaton, Heather A EDUC:EX; Cessford, Sheila EDUC:EX
Subject: RE: TRB Contract direct award

Sounds good – thanks so much Karen. I won't let Bill know the contract is ready to be signed until we sort out the Work safe issue and we get the final approval. Great news we don't have to post.

Christina

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 4:17 PM
To: Zacharuk, Christina EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: RE: TRB Contract direct award

Hi Christina, just to update you, Claire has approved by email but she also decided not to post the NOI b/c there is no requirement. So, I clarified with Diana and her response was:

Yes, as you will see in the trail of e-mails I made the observation:

Be certain you want to post the NOI. It is only mandatory<http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/06_Procurement.htm#1632c> with proposed contracts that the ministry wants to award on the basis that there is only one contractor that can perform work having a total value of \$50,000 or greater. Some branches of the ministry wish to exceed this requirement by posting NOIs for proposed contracts between \$25,000 - \$50,000. This one is even lower dollar value.

>

> I will help with whatever you decide,

s.13

So, we also checked to see where it has to go after this and the answer on the SharePoint is the DM's office is the final approval required. I can send you a copy of the table on Monday if you wish to see it?

Paige has signed off the Direct Award Contract Pre-approval, fyi. See attached.

Just to let you know, I had to call Mr. Ard because when we were working on the Notice of Intent, she needed to change "The contractor" to "Ard" in the Rationale part because using "the contractor" may be perceived as already having let the contract. Diana also asked me to ask him for his WCB coverage number and he does not

have it . . . most general service contracts require people to have Worksafe coverage if they should be in a government building and have an accident, then they would be covered. I told him I would get back to him on that. We can discuss this on Monday if you're in?

So, have a great weekend!

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 2:06 PM
To: Krysa, Karen EDUC:EX
Subject: RE: TRB Contract direct award

Thanks ☺

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 2:06 PM
To: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

Hi Christina,

Yes, I am walking the paperwork up to Diana. Then Claire, then Paige (Acting DM) today. Diana is going to post this aft. Will confirm with you via email.

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 11:21 AM
To: Krysa, Karen EDUC:EX
Subject: RE: TRB Contract direct award

Hi Karen –thanks for this. I should be the contact as ^{s.22}and
can we post for less time? I think we did the Mitic contract for a week?

One more Q (and apologies as I think Heather covered this but want to make sure I understand): Diana will review, Claire and Paige (for James) will sign, and then it will be posted?

Thanks again!

Christina

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 11:03 AM
To: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

Hi Christina,

A couple of questions while filling out the NOI . . . who do you want to be the contact for the objections? Heather or Sheila? And what time frame do you want for the NOI? 2 weeks from today (Diana Lucas will post it this afternoon after her meetings end around 1 pm)?

Thanks

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 8:54 AM
To: Beaton, Heather A EDUC:EX; Krysa, Karen EDUC:EX
Cc: Poirier, Dorice EDUC:EX; Langton, Heather EDUC:EX; Lucas, Diana V EDUC:EX
Subject: RE: TRB Contract direct award

Hi Karen,

Thanks again for your help on this. Attached is the draft contract wording for the NOI. Please let me know if you need anything else.

Heather – Claire and I discussed, and we upped the maximum amount to accommodate any other investigative work if needed.

Thanks again all,

Christina

From: Beaton, Heather A EDUC:EX
Sent: Thursday, November 29, 2012 3:46 PM
To: Krysa, Karen EDUC:EX
Cc: Zacharuk, Christina EDUC:EX; Poirier, Dorice EDUC:EX; Langton, Heather EDUC:EX; Lucas, Diana V EDUC:EX
Subject: TRB Contract direct award
Importance: High

Karen – in light of my being off for the next few days, I am just closing the loop on this so we are all on the same page ...

CZ will send us the information we need soon as she has it. She feels likely tomorrow.

Once you check it and ensure all the forms are ready, please ensure Diana sees it all BEFORE it goes to Claire and the DM for sign off.

Please make sure we keep Diana Lucas in the loop (I have copied Diana on this note) as Diana will help us get the ***Intent to Direct Award*** posted.

Once all the work is ready - please have Dorice ensure Claire sees it and approves it.

Then Dorice will get it up to Heather Langton to get it in front of the DM for his approval signature.

Thanks everyone.....

Heather Beaton

Director, Cross Sector and Strategic Initiatives
Governance, Legislation and Regulation
Ministry of Education
s.17
Email: Heather.Beaton@gov.bc.ca

COURAGE|TEAMWORK|PASSION|SERVICE|CURIOSITY|ACCOUNTABILITY
Collaboration can only occur when everyone that has a stake in an issue is at the table!



GENERAL SERVICE AGREEMENT

CONTRACT NO C13/

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THIS AGREEMENT is dated for reference the 14 day of December, 2012.

BETWEEN:

William Ard (the “Contractor”) with the following specified address and fax number:

s.22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Teacher Regulation Branch,
Ministry of Education (the “Province”) with the following specified address and fax number:
400-2025 West Broadway
Vancouver, BC

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of “record”

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

2 SERVICES

Provision of Services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule, plus any applicable taxes; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.
- The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

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

Confidentiality

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) “Event of Force Majeure” means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party’s obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) “Affected Party” means a party prevented from performing the party’s obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:
- (a) “Event of Default” means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor’s obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
 - (b) “Insolvency Event” means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor’s liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor’s creditors or otherwise acknowledges the Contractor’s insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies’ Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor’s property, or
 - (vi) the Contractor ceases, in the Province’s reasonable opinion, to carry on business as a going concern.

Province’s options on default

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

Delay not a waiver

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

Province’s right to terminate other than for default

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

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional Terms

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

Governing law

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

14 INTERPRETATION

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on December 14, 2012 and ends on March 31, 2012.

PART 2. SERVICES:

1. Complex and sensitive investigation including in-depth interviews and investigation of multiple complaints made to the Commissioner of Teacher Regulation involving potential breaches of professional conduct standards by certificate holders concerning K-12 students.

Outputs

The Contractor must:

Complete full investigation of files, conduct interviews with multiple witnesses and potential victims, and write a detailed report for the Commissioner of Teacher Regulation. Completion date: March 31, 2013

Inputs

The contractor must complete full investigation of files, conduct interviews with multiple witnesses and potential victims as per instruction from the Commissioner of Teacher Regulation. Includes travel.

Outcomes

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

Detailed report for the Commissioner of Teacher Regulation.

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

Reporting requirements

Detailed investigation report as per instructions by the Commissioner of Teacher Regulation on or before March 31, 2013.

PART 3. RELATED DOCUMENTATION:

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

Appendix 1 – Engagement Letter	ATTACHED: NOT APPLICABLE
Appendix 2 – Solicitation document excerpt	ATTACHED: NOT APPLICABLE
Appendix 3 – Proposal excerpt	ATTACHED: NOT APPLICABLE

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
Not Applicable

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$20,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

Hourly Rate

Fees: at a rate of \$125 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Langley, BC on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and transcription costs as required.

Comment [A1]: What is the norm?
Group I or Group II?

4. STATEMENTS OF ACCOUNT:

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

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

5. PAYMENTS DUE:

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

6. HARMONIZED SALES TAX:

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

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:

- (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Definitions

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

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

Facilities and Equipment protection and access control

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

Sensitive Information access control

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

Integrity of Information

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

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

Documentation of changes to processes

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

Notice of security breaches

13. If Contractor becomes aware that:

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

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

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

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

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

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

Termination of Agreement

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

Interpretation

19. In this Schedule, unless otherwise specified:

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

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

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

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

SCHEDULE G – Appendix G1 – Security screening requirements

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

Verification of name, date of birth and address

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

Primary Identification	Secondary Identification
Issued by ICBC: <ul style="list-style-type: none"> • B.C. driver’s licence or learner’s licence (must have photo) • B.C. Identification (BCID) card Issued by provincial or territorial government: <ul style="list-style-type: none"> • Canadian birth certificate Issued by Government of Canada: <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.

From: [Krysa, Karen EDUC:EX](#)
To: [Zacharuk, Christina PSEC:EX](#)
Cc: [Beaton, Heather A EDUC:EX](#)
Subject: RE: TRB Contract direct award
Date: Friday, November 30, 2012 4:16:56 PM
Attachments: [20121130161429.pdf](#)

Hi Christina, just to update you, Claire has approved by email but she also decided not to post the NOI b/c there is no requirement. So, I clarified with Diana and her response was:

Yes, as you will see in the trail of e-mails I made the observation:

Be certain you want to post the NOI. It is only mandatory<http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/06_Procurement.htm#1632c> with proposed contracts that the ministry wants to award on the basis that there is only one contractor that can perform work having a total value of \$50,000 or greater. Some branches of the ministry wish to exceed this requirement by posting NOIs for proposed contracts between \$25,000 - \$50,000. This one is even lower dollar value.

>

> I will help with whatever you decide,

s.22

So, we also checked to see where it has to go after this and the answer on the SharePoint is the DM's office is the final approval required. I can send you a copy of the table on Monday if you wish to see it?

Paige has signed off the Direct Award Contract Pre-approval, fyi. See attached.

Just to let you know, I had to call Mr. Ard because when we were working on the Notice of Intent, she needed to change "The contractor" to "Ard" in the Rationale part because using "the contractor" may be perceived as already having let the contract. Diana also asked me to ask him for his WCB coverage number and he does not have it . . . most general service contracts require people to have Worksafe coverage if they should be in a government building and have an accident, then they would be covered. I told him I would get back to him on that. We can discuss this on Monday if you're in?

So, have a great weekend!

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 2:06 PM
To: Krysa, Karen EDUC:EX
Subject: RE: TRB Contract direct award

Thanks ☺

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 2:06 PM
To: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

Hi Christina,

Yes, I am walking the paperwork up to Diana. Then Claire, then Paige (Acting DM) today. Diana is going

to post this aft. Will confirm with you via email.

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 11:21 AM
To: Krysa, Karen EDUC:EX
Subject: RE: TRB Contract direct award

Hi Karen –thanks for this. I should be the contact as ^{s.22}
s.22 ..and can we post for less time? I think we did the Mitic contract for a week?

One more Q (and apologies as I think Heather covered this but want to make sure I understand):
Diana will review, Claire and Paige (for James) will sign, and then it will be posted?

Thanks again!

Christina

From: Krysa, Karen EDUC:EX
Sent: Friday, November 30, 2012 11:03 AM
To: Zacharuk, Christina EDUC:EX
Subject: RE: TRB Contract direct award

Hi Christina,

A couple of questions while filling out the NOI . . . who do you want to be the contact for the objections?
Heather or Sheila? And what time frame do you want for the NOI? 2 weeks from today (Diana Lucas will
post it this afternoon after her meetings end around 1 pm)?

Thanks

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, November 30, 2012 8:54 AM
To: Beaton, Heather A EDUC:EX; Krysa, Karen EDUC:EX
Cc: Poirier, Dorice EDUC:EX; Langton, Heather EDUC:EX; Lucas, Diana V EDUC:EX
Subject: RE: TRB Contract direct award

Hi Karen,

Thanks again for your help on this. Attached is the draft contract wording for the NOI. Please let me
know if you need anything else.

Heather – Claire and I discussed, and we upped the maximum amount to accommodate any other
investigative work if needed.

Thanks again all,

Christina

From: Beaton, Heather A EDUC:EX
Sent: Thursday, November 29, 2012 3:46 PM
To: Krysa, Karen EDUC:EX
Cc: Zacharuk, Christina EDUC:EX; Poirier, Dorice EDUC:EX; Langton, Heather EDUC:EX; Lucas, Diana V EDUC:EX
Subject: TRB Contract direct award
Importance: High

Karen – in light of my being off for the next few days, I am just closing the loop on this so we are all on the same page ...

CZ will send us the information we need soon as she has it. She feels likely tomorrow.

Once you check it and ensure all the forms are ready, please ensure Diana sees it all BEFORE if goes to Claire and the DM for sign off.

Please make sure we keep Diana Lucas in the loop (I have copied Diana on this note) as Diana will help us get the ***Intent to Direct Award*** posted.

Once all the work is ready - please have Dorice ensure Claire sees it and approves it.
Then Dorice will get it up to Heather Langton to get it in front of the DM for his approval signature.

Thanks everyone.....

Heather Beaton

Director, Cross Sector and Strategic Initiatives
Governance, Legislation and Regulation
Ministry of Education
s.17
Email: Heather.Beaton@gov.bc.ca

COURAGE|TEAMWORK|PASSION|SERVICE|CURIOSITY|ACCOUNTABILITY

Collaboration can only occur when everyone that has a stake in an issue is at the table!

From: [Krysa, Karen EDUC:EX](#)
To: [Zacharuk, Christina PSEC:EX](#); [Wu, Annie EDUC:EX](#)
Cc: [Beaton, Heather A EDUC:EX](#)
Subject: contract for Ard
Date: Tuesday, December 11, 2012 4:02:38 PM
Attachments: [GSA W Ard December 10 2012.docx](#)
[20121210113530.pdf](#)

Hi Christina and Annie,

Please find attached contract C13/2502 for Mr. William Ard for investigative work. Appendix 1 to Schedule B is the pdf which sets out the allowable travel expenses for the contract work.

We have to set the maximum allowable fees and expenses so I set 5K for expenses and 15k for fees. Does that seem reasonable? If not, let me know and I will revise the figures.

We need Mr. Ard's SIN to enter the contract into iProcurement because we are not hiring him through a company but as a sole proprietor.

.

I can receive for services rendered but I need someone to sign off the invoice for payment. Yesterday Christina mentioned that the person would be Annie Wu. So, when I get an invoice from Mr. Ard, I will receive it but Annie will sign it off, correct?

Once the contract has been signed, would you please send me the signature block page (page 8).

Thanks,

Karen

KAREN KRYSA | Ministry of Education | office: 250.896.0372 | karen.krysa@gov.bc.ca | *Please consider the environment before printing this email.*



GENERAL SERVICE AGREEMENT

CONTRACT NO C13/2502

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THIS AGREEMENT is dated for reference the 14th day of December, 2012.

BETWEEN:

William Ard (the "Contractor") with the following specified address and fax number:
s.22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Teacher Regulation Branch,
Ministry of Education (the "Province") with the following specified address and fax number:
400-2025 West Broadway
Vancouver BC V6J 1Z6

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of Services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule, plus any applicable taxes; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.
- The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

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

Confidentiality

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and

(b) Produced Material, other than any Incorporated Material.

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province’s options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province’s right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- 1. 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:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories): _____ Signature(s) _____ Print Name(s) _____ Print Title(s)	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative: _____ Signature _____ Print Name _____ Print Title
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Schedule A – Services

PART 1. TERM:

Subject to section 2 of this Part 1, the term of this Agreement commences on December 14, 2012 and ends on March 31, 2013.

PART 2. SERVICES:

Conduct complex and sensitive investigations including in-depth interviews of multiple complaints made to the Commissioner of Teacher Regulation involving potential breaches of professional conduct standards by certificate holders concerning K-12 students.

Outputs

The Contractor must:

1. Complete full investigations of complaints
2. Conduct interviews with multiple witnesses and potential victims including transcribing recorded interviews and
3. Write a detailed report for the Commissioner of Teacher Regulation.

Inputs

The contractor must:

1. Have a computer and software compatible with the ministry's equipment.
2. Have a vehicle to travel to Vancouver Island to conduct interviews at site of the complaints.
3. Follow the instructions of the Commissioner of Teacher Regulation respecting the format and content of the detailed report.
4. Handle the complaint files in compliance with Schedule E (Privacy Protection) and return the complete files to the Teacher Regulation Branch upon completion of the report to the Commissioner.
5. Ensure that the sub-contractor providing transcription service handles the information in compliance with Schedule E (Privacy Protection) and Schedule G (Security).

Outcomes

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

Prepare a detailed report for the Commissioner of Teacher Regulation respecting specific complaints made to the Commissioner.

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

Reporting requirements

Detailed investigation report as per instructions by the Commissioner of Teacher Regulation on or before March 31, 2013.

PART 3. RELATED DOCUMENTATION:

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

Appendix 1 – Engagement Letter	ATTACHED: NOT APPLICABLE
Appendix 2 – Solicitation document excerpt	ATTACHED: NOT APPLICABLE
Appendix 3 – Proposal excerpt	ATTACHED: NOT APPLICABLE

PART 4. KEY PERSONNEL:

Not Applicable

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$20,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

Hourly Rate

Fees: at a rate of \$125 per hour for those hours during the Term when the Contractor provides the Services to a maximum of \$15,000. Payment of fees will be made upon fulfillment of the obligations under this Agreement.

4. EXPENSES:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Langley, BC on the same basis as the Province pays its Group II employees when they are on travel status (see attached Appendix 1 to Schedule B); and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and transcription costs as required.
- c. Expenses to a maximum of \$5,000.

4. STATEMENTS OF ACCOUNT:

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

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

Invoices may be scanned and emailed or posted to Contract Manager Karen Krysa:

Ministry of Education
Governance, Legislation and Regulation Branch
2nd Floor, 620 Superior Street
Victoria BC V8W 9H1

Email: karen.krysa@gov.bc.ca

5. PAYMENTS DUE:

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

6. HARMONIZED SALES TAX:

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

Schedule D – Insurance

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

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Definitions

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

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

Facilities and Equipment protection and access control

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

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

Sensitive Information access control

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

Integrity of Information

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

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

Documentation of changes to processes

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

Notice of security breaches

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

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

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

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

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

Termination of Agreement

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

Interpretation

19. In this Schedule, unless otherwise specified:
- (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any Subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such Subcontractors comply with this Schedule.

21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the 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
Issued by ICBC: <ul style="list-style-type: none">• B.C. driver’s licence or learner’s licence (must have photo)• B.C. Identification (BCID) card Issued by provincial or territorial government: <ul style="list-style-type: none">• Canadian birth certificate Issued by Government of Canada: <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.

TRAVEL EXPENSES FOR CONTRACTORS and COMMITTEE MEMBERS

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

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

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

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

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

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

1. Meal Allowances:

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

Group 1 Rate

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

Group 2 Rate

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

2. Private Vehicle Use:

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

3. Taxi and Parking:

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

4. Vehicle Rentals:

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

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

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

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

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

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

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

5. Accommodation:

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

6. Airfare:

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

7. Miscellaneous Expenses:

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

ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS and COMMITTEE MEMBERS

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

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

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

From: [Zacharuk, Christina PSEC:EX](#)
To: [XT:Ard, William FLNR:IN](#)
Cc: [Cessford, Sheila EDUC:EX](#)
Subject: Draft Contract with Ministry of Education
Date: Tuesday, December 11, 2012 5:00:00 PM
Attachments: [GSA W Ard December 10 2012.docx](#)
[20121210113530.pdf](#)

Hi Bill – in preparation for the meeting Friday, I am attaching the draft contract for your review; this is a very standard government contract. Ideally we would sign this off on Friday if that works for you, but of course happy to discuss any questions you may have at the meeting.

Thanks again and look forward to meeting you later this week.

Christina Zacharuk | Executive Director, Teacher Regulation Branch, Governance, Legislation and Regulation | Ministry of Education | Phone: 604.731.8170 Ex.343 | <mailto:christina.zacharuk@gov.bc.ca>

From: [Beaton, Heather A EDUC:EX](#)
To: [Krysa, Karen EDUC:EX](#)
Cc: [Zacharuk, Christina PSEC:EX](#)
Subject: Re: Draft Contract with Ministry of Education
Date: Tuesday, January 8, 2013 4:33:49 PM

Thanks Karen. I know this has been an ongoing event to get clarity. Please let me know what happens with the internal follow-up. Hopefully others CN avoid this confusion Dow the road.

CZECH and I appreciate all the work you have done on this file. Thank goodness we have had your help!!!!

Heather Beaton
Director
Governance, Legislation & Regulation
PH: 250-216-4244

Sent from my iPad

On 2013-01-08, at 4:30 PM, "Krysa, Karen EDUC:EX" <Karen.Krysa@gov.bc.ca> wrote:

Hi Christina,

I have been researching this issue and as you know Mr. Ard has been deemed a "worker" under the Workers Compensation Act by Worksafe BC.

Therefore, he is a worker of the provincial government and he is covered by the provincial government Worksafe BC account. The benefits package that the provincial government pays for its employees includes a FTE dollar amount for its employees annually.

I will keep the letter from WCB on the contract file, should anything happen, as proof of the coverage.

I will also touch base with FASB because the advice I was given respecting the requirement for independent contractors like Mr. Ard to have Worksafe BC coverage was incorrect. I am sorry for any confusion.

Suffice to say Mr. Ard is covered by Worksafe BC should anything untoward occur and there is nothing further for him or us to do.

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Monday, January 7, 2013 6:43 PM
To: Krysa, Karen EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: FW: Draft Contract with Ministry of Education

Hi Karen – would you be able to assist with the attached as referenced by Bill? Sounds like there's some confusion on the Worksafe issue.

Thanks again,

Christina

From: Bill Ard s.22
Sent: Monday, January 7, 2013 6:10 PM
To: Zacharuk, Christina EDUC:EX
Subject: Re: Draft Contract with Ministry of Education

Hello Christina – I have attached a letter I received from Worksafe BC. They have determined that I am not eligible for registration with Worksafe BC. When I spoke to them on the phone I was told that the Ministry of Education would be very familiar with the letter that I received. It is all new stuff to me. Let me know if there is any issue, otherwise I will continue with the investigation.

After spending all weekend reading the documentation, I think you would be doing me a favor by cancelling my contract.

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Regards

Bill Ard

From: Zacharuk, Christina EDUC:EX
Sent: Thursday, December 13, 2012 7:41 AM
To: 'Bill Ard'
Subject: RE: Draft Contract with Ministry of Education

Hi Bill,

Thanks for your email.

<!--[if !supportLists]-->• <!--[endif]-->I have a couple of queries in regarding the insurance question and should be able to get back to you today.

<!--[if !supportLists]-->• <!--[endif]-->Based on previous contracted investigations, we built in quite a bit of room and don't anticipate that we will even need the maximum \$15K, but to be efficient and risk manage because it's a complicated file, it made more sense to get approval for the contract once at a higher limit just in case. Anything above \$25K needs to go to public tender, so I am confirming ability to extend if necessary, or if we would need

to craft a new contract in the unexpected situation that the \$15K is not enough.

<!--[if !supportLists]-->• <!--[endif]-->Let's nail down the transcript issue on Friday – it may not be necessary.

Thanks, and thanks for your patience on working through the last pieces,
Christina

From: Bill Ard s.22
Sent: Wednesday, December 12, 2012 1:17 PM
To: Zacharuk, Christina EDUC:EX
Subject: Re: Draft Contract with Ministry of Education

Hello Christina. I have reviewed the contract and I have a concern regarding insurance. I have never had occasion to specifically add a client to my insurance policy so I don't know if there is a cost to that. Also I currently only have \$1 million Commercial General Liability. I have a call in to my insurer to see if is possible to comply with the requirement to add the Province to the policy and what the cost would be for that and to increase my liability to \$2 million. If the cost is more than nominal, I am not sure I will accept the contract unless you are able to modify the insurance requirement to \$1 million and remove the requirement to add the Province to my policy.

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Regards

Bill Ard
s.22

From: [Zacharuk, Christina EDUC:EX](#)
Sent: Tuesday, December 11, 2012 5:00 PM
To: [s.22](#)

Cc: [Cessford, Sheila EDUC:EX](#)
Subject: Draft Contract with Ministry of Education

Hi Bill – in preparation for the meeting Friday, I am attaching the draft contract for your review; this is a very standard government contract. Ideally we would sign this off on Friday if that works for you, but of course happy to discuss any questions you may have at the meeting.

Thanks again and look forward to meeting you later this week.

Christina Zacharuk | Executive Director, Teacher Regulation Branch, Governance, Legislation and Regulation | Ministry of Education | Phone: 604.731.8170 Ex.343 |
<mailto:christina.zacharuk@gov.bc.ca>

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Version: 2013.0.2805 / Virus Database: 2634/5954 - Release Date: 12/12/12

From: Krysa, Karen EDUC:EX
To: Zacharuk, Christina PSEC:EX
Subject: FW: contract insurance
Date: Thursday, December 13, 2012 3:15:41 PM
Attachments: Mercer Certificate of Insurance.pdf

Hi Christina,

Here is FASB's answer. Diana mentioned that adding the Province as additional insured is available for a nominal fee.

Does this answer all your questions? If not, let me know. I am happy to continue sleuthing on your behalf.

Karen

KAREN KRYSA | Ministry of Education | office: 250.896.0372 | karen.krysa@gov.bc.ca | *Please consider the environment before printing this email.*

From: Lucas, Diana V EDUC:EX
Sent: Thursday, December 13, 2012 11:25 AM
To: Krysa, Karen EDUC:EX
Cc: Doak, Sherry A EDUC:EX
Subject: RE: contract insurance

Hi Karen: Sorry for delay, I have been in a meeting and a teleconference. As it says in the Schedule D – Insurance, contractors show proof that they have the necessary insurance coverage by having their insurance agent or broker fill in and sign a Certificate of Insurance. Here is the Risk Management Branch intranet of forms. <http://www.fin.gov.bc.ca/gws/pt/rmb/fq.stm>. Certificate of Insurance in the middle. The top half is completed by the ministry, perhaps you could do.

Here is a certificate we did up awhile ago for another contract, you could overwrite it for the purposes of Aard contract, if it is easier than an starting from the blank.

Adding the Province as an “additional insured” is a standard insurance requirement when contracting with the government. It means the contractor’s insurance provider has agreed to accept adding the Province to the insurance policy and giving us the same rights under the contractor’s policy. The additional insured is only insured under claims that arise out of services performed by or on behalf of the Province.

Just as the Province standard insurance minimum is \$2 million for consulting services. If you want to go lower, I suggest a risk assessment note to file and EA approval. It means if something goes wrong, as caused by the Contractor, and it costs over \$1 million, he will be unable to pay for it, unless he has a lot of money in the bank. It will then fall on the Province, as to what to do, and specifically TRB and its budget may be affected. Note to file confirms risk assessment and understanding of this.

I hope this helps, give me a call if further information required,

Diana Lucas

Manager, Contract and Procurement Services
Financial Services Branch
Ministry of Education
Phone Number: (250) 356-7685 Fax: (250) 387-9695

From: Krysa, Karen EDUC:EX
Sent: Thursday, December 13, 2012 10:19 AM
To: Lucas, Diana V EDUC:EX
Subject: contract insurance

Hi Diana,

Did I understand you correctly that Mr. Ard is asked to "put the Province on his insurance policy"? or would a certificate from his insurance company stating that he has the required insurance suffice?

Thanks,

Karen

KAREN KRYSA | Ministry of Education | office: 250.896.0372 | karen.krysa@gov.bc.ca | *Please consider the environment before printing this email.*

From: [Krysa, Karen EDUC:EX](#)
To: [Zacharuk, Christina PSEC:EX](#)
Cc: [Beaton, Heather A EDUC:EX](#)
Subject: RE: contract for Ard
Date: Friday, December 14, 2012 11:03:34 AM

We need his SIN to enter his information into iProcurement to pay him b/c he is a sole proprietor . . . if we hired him through the company he works for all of his concerns would be moot. That company most likely has the required commercial liability insurance, Worksafe BC coverage, and his SIN would not be needed.

Hope this helps.

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Friday, December 14, 2012 10:17 AM
To: Krysa, Karen EDUC:EX; Wu, Annie EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: RE: contract for Ard

Thanks again for this Karen. One question – why do we need his SIN? He will ask.

Thanks,

CZ

From: Krysa, Karen EDUC:EX
Sent: Tuesday, December 11, 2012 4:03 PM
To: Zacharuk, Christina EDUC:EX; Wu, Annie EDUC:EX
Cc: Beaton, Heather A EDUC:EX
Subject: contract for Ard

Hi Christina and Annie,

Please find attached contract C13/2502 for Mr. William Ard for investigative work. Appendix 1 to Schedule B is the pdf which sets out the allowable travel expenses for the contract work.

We have to set the maximum allowable fees and expenses so I set 5K for expenses and 15k for fees. Does that seem reasonable? If not, let me know and I will revise the figures.

We need Mr. Ard's SIN to enter the contract into iProcurement because we are not hiring him through a company but as a sole proprietor.

.

<< File: GSA_W Ard_December 10 2012.docx >> << File: 20121210113530.pdf >>

I can receive for services rendered but I need someone to sign off the invoice for payment. Yesterday Christina mentioned that the person would be Annie Wu. So, when I get an invoice from Mr. Ard, I will receive it but Annie will sign it off, correct?

Once the contract has been signed, would you please send me the signature block page (page 8).

Thanks,

Karen

KAREN KRYSA | Ministry of Education | office: 250.896.0372 | karen.krysa@gov.bc.ca | *Please consider the environment before printing this email.*

From: [Ip, Winson EDUC:EX](#)
To: [Zacharuk, Christina PSEC:EX](#)
Subject: RE: Bill Ard's Contract
Date: Monday, December 17, 2012 9:23:12 AM

Hi Christina,

I have already scanned it and provided a copy to Stephanie.

A scanned copy of his contract has also been placed in the SMUS File under Katarina Hodak's Investigation Caseload.

From: Zacharuk, Christina EDUC:EX
Sent: December 17, 2012 9:22 AM
To: Ip, Winson EDUC:EX
Cc: Jackson, Stephanie A JAG:EX; Shaw, Mary A EDUC:EX
Subject: RE: Bill Ard's Contract

Great, thanks Winson – we'll get an electronic copy to Stephanie and one to you as well so that you have it as necessary. Stephanie will look at the delegation letter and see if anything needs adjusting.

CZ

From: Ip, Winson EDUC:EX
Sent: Monday, December 17, 2012 9:19 AM
To: Zacharuk, Christina EDUC:EX
Subject: Bill Ard's Contract

Hi Christina,

FYI

Laura has the Bill Ard Contract along with other documents that were in Sheila's Office on Friday.

Laura advised me that she would be providing you with a folder with all the documents later this morning.

Winson Ip
Confidential Assistant - Investigations
Teacher Regulation Branch
Governance, Legislation and Regulation
Ministry of Education
400 - 2025 West Broadway
Vancouver BC V6J 1Z6
Tel: 604-731-8170 ext 364
Fax: 604-731-9145

This email may contain confidential information which may be privileged and is intended for the exclusive use of the addressee. Any other person is strictly prohibited from disclosing, distributing or reproducing it. If the addressee cannot be reached or is unknown to you, please inform us immediately by telephone or email.

From: [Zacharuk, Christina PSEC:EX](#)
To: [XT:Ard, William FLNR:IN](#)
Cc: [Ip, Winson EDUC:EX](#); [Shaw, Mary A AVED:EX](#)
Subject: RE: ongoing communication
Date: Tuesday, December 18, 2012 8:22:00 AM

Hi Bill – yes, Winson would be the best conduit for this information and on an ongoing basis. I am copying him here so that you have his email address. Winson's number is 604 731-8170 Ext. 364.

Thanks,

Christina

From: s.22
Sent: Tuesday, December 18, 2012 8:19 AM
To: Zacharuk, Christina EDUC:EX
Subject: ongoing communication

Good morning Christina. I was wondering who you want me to communicate with for routine type communication? What brought this up is that I am looking for confirmation that the complainant and the certificate holders have been informed that I have been assigned as the investigator before I contact them. Should I be asking Winson for that type of thing or perhaps Mary Shaw?

Bill Ard

From: [Krysa, Karen EDUC:EX](#)
To: [Zacharuk, Christina PSEC:EX](#)
Subject: RE: Insurance
Date: Wednesday, December 19, 2012 12:45:59 PM

Just our address pls:

Ministry of Education
Governance, Legislation and Regulation Division
Assistant Deputy Minister's Office
2nd Floor, 620 Superior Street
Victoria BC V8W 9H1

As you may recall, on the first page, the Province is represented by the Ministry of Education.

Cheers,

Karen

From: Zacharuk, Christina EDUC:EX
Sent: Wednesday, December 19, 2012 12:15 PM
To: Krysa, Karen EDUC:EX
Subject: Fw: Insurance

Hi Karen - suggestions? Thanks! CZ

From: Bill Ard s.22
Sent: Wednesday, December 19, 2012 12:13 PM Pacific Standard Time
To: Zacharuk, Christina EDUC:EX
Subject: Insurance

Hello Christina. Did you make it to work today? My insurance agent has asked what address to use for the Province of BC when adding the Province to my insurance policy as an insured. What address should she use.

Thanks

Bill Ard

From: [XT:Ard, William FLNR:IN](#)
To: [Zacharuk, Christina PSEC:EX](#)
Subject: Re: Insurance
Date: Wednesday, January 2, 2013 5:24:58 PM
Attachments: [Ard - cert of insurance.pdf](#)

Hello Christina. I have attached the certificate of insurance for your records.

I spoke to Tom Brown, the complainants husband this date. I hope to meet with them next week.

Hope you had a good holiday season.

Bill Ard

From: [Zacharuk, Christina EDUC:EX](#)
Sent: Wednesday, December 19, 2012 4:03 PM
To: 'Bill Ard'
Subject: RE: Insurance

Hi Bill,

The tradeoff for coming in to work in the early hours is that the roads were ok! The address that can be used for the form is:

Ministry of Education
Governance, Legislation and Regulation Division
Assistant Deputy Minister's Office
2nd Floor, 620 Superior Street
Victoria BC V8W 9H1

Thanks,
Christina

From: Bill Ard s.22
Sent: Wednesday, December 19, 2012 12:14 PM
To: Zacharuk, Christina EDUC:EX
Subject: Insurance

Hello Christina. Did you make it to work today? My insurance agent has asked what address to use for the Province of BC when adding the Province to my insurance policy as an insured. What address should she use.

Thanks

Bill Ard

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CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office)

s.22

PROVINCE'S CONTACT PERSON

NAME & TITLE

Christina Zacharuk, Executive Director, Teacher Regulation Branch

PHONE NO. 604.714.3306

FAX NO. 604. 732.0915

MAILING ADDRESS

400-2025 West Broadway, Vancouver BC

POSTAL CODE

V6J 1Z6

CONTRACTOR NAME

Bill Ard

s.22

From: [XT:Ard, William FLNR:IN](#)
To: [Zacharuk, Christina PSEC:EX](#)
Subject: Re: Draft Contract with Ministry of Education
Date: Monday, January 7, 2013 6:09:58 PM
Attachments: [Worksafe BC - letter Jan 2013.pdf](#)

Hello Christina – I have attached a letter I received from Worksafe BC. They have determined that I am not eligible for registration with Worksafe BC. When I spoke to them on the phone I was told that the Ministry of Education would be very familiar with the letter that I received. It is all new stuff to me. Let me know if there is any issue, otherwise I will continue with the investigation.

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Regards

Bill Ard

From: [Zacharuk, Christina EDUC:EX](#)
Sent: Thursday, December 13, 2012 7:41 AM
To: 'Bill Ard'
Subject: RE: Draft Contract with Ministry of Education

Hi Bill,

Thanks for your email.

- I have a couple of queries in regarding the insurance question and should be able to get back to you today.
- Based on previous contracted investigations, we built in quite a bit of room and don't anticipate that we will even need the maximum \$15K, but to be efficient and risk manage because it's a complicated file, it made more sense to get approval for the contract once at a higher limit just in case. Anything above \$25K needs to go to public tender, so I am confirming ability to extend if necessary, or if we would need to craft a new contract in the unexpected situation that the \$15K is not enough.
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Thanks, and thanks for your patience on working through the last pieces,
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Subject: Re: Draft Contract with Ministry of Education

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Bill Ard
s.22

From: [Zacharuk, Christina EDUC:EX](#)
Sent: Tuesday, December 11, 2012 5:00 PM
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Cc: [Cessford, Sheila EDUC:EX](#)
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Ministry of Education | Phone: 604.731.8170 Ex.343 | <mailto:christina.zacharuk@gov.bc.ca>

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Version: 2013.0.2805 / Virus Database: 2634/5954 - Release Date: 12/12/12

From: [Zacharuk, Christina PSEC:EX](#)
To: [Krysa, Karen EDUC:EX](#)
Cc: [Beaton, Heather A EDUC:EX](#)
Subject: FW: Draft Contract with Ministry of Education
Date: Monday, January 7, 2013 6:43:00 PM
Attachments: [Worksafe BC - letter Jan 2013.pdf](#)

Hi Karen – would you be able to assist with the attached as referenced by Bill? Sounds like there's some confusion on the Worksafe issue.

Thanks again,

Christina

From: Bill Ard s.22
Sent: Monday, January 7, 2013 6:10 PM
To: Zacharuk, Christina EDUC:EX
Subject: Re: Draft Contract with Ministry of Education

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To: Zacharuk, Christina EDUC:EX
Subject: Re: Draft Contract with Ministry of Education

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Bill Ard
s.22

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Cc: Cessford, Sheila EDUC:EX
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Thanks again and look forward to meeting you later this week.

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Version: 2013.0.2805 / Virus Database: 2634/5954 - Release Date: 12/12/12

From: s.22
To: [Zacharuk, Christina PSEC:EX](#)
Subject: Re: Draft Contract with Ministry of Education
Date: Thursday, December 13, 2012 7:56:13 AM

I used to do that too.

From: [Zacharuk, Christina EDUC:EX](#)
Sent: Thursday, December 13, 2012 7:47 AM
To: 'Bill Ard'
Subject: RE: Draft Contract with Ministry of Education

Hi Bill – yes, 10AM is correct, look forward to meeting you then.

And I find that it's the quietest from 6-8 AM, although I try not to make a habit of always being in that early!

Christina

From: Bill Ard s.22
Sent: Thursday, December 13, 2012 7:45 AM
To: Zacharuk, Christina EDUC:EX
Subject: Re: Draft Contract with Ministry of Education

Hi Christina. My you get to work early don't you.

Thanks for making the insurance queries. We should be able to resolve this.

Thank you also for clarifying the other pieces. See you friday morning. 10 AM right?

Bill Ard

From: [Zacharuk, Christina EDUC:EX](#)
Sent: Thursday, December 13, 2012 7:41 AM
To: 'Bill Ard'
Subject: RE: Draft Contract with Ministry of Education

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From: [Zacharuk, Christina PSEC:EX](#)
To: [XT:Ard, William FLNR:IN](#)
Subject: RE: Draft Contract with Ministry of Education
Date: Wednesday, January 9, 2013 5:38:00 PM

Hi Bill – I can confirm that you are covered by the Ministry for insurance, so it's not an issue.

Thanks again,

Christina

From: Bill Ard s.22
Sent: Monday, January 07, 2013 6:10 PM
To: Zacharuk, Christina EDUC:EX
Subject: Re: Draft Contract with Ministry of Education

Hello Christina – I have attached a letter I received from Worksafe BC. They have determined that I am not eligible for registration with Worksafe BC. When I spoke to them on the phone I was told that the Ministry of Education would be very familiar with the letter that I received. It is all new stuff to me. Let me know if there is any issue, otherwise I will continue with the investigation.

After spending all weekend reading the documentation, I think you would be doing me a favor by cancelling my contract.

On another note; I sent an email to Bruce Preston and copied Mary Shaw seeking an opportunity to meet with Bruce to discuss possible suspensions of the certificate holders. I assumed that was OK. Let me know if that is not the preferred process. Also let me know if you want to be included in emails to the Commissioner and / or Mary Shaw. I can forward to you the email that I sent today if you wish.

Regards

Bill Ard

From: [Zacharuk, Christina EDUC:EX](#)
Sent: Thursday, December 13, 2012 7:41 AM
To: 'Bill Ard'
Subject: RE: Draft Contract with Ministry of Education

Hi Bill,

Thanks for your email.

- I have a couple of queries in regarding the insurance question and should be able to get back to you today.
- Based on previous contracted investigations, we built in quite a bit of room and don't

anticipate that we will even need the maximum \$15K, but to be efficient and risk manage because it's a complicated file, it made more sense to get approval for the contract once at a higher limit just in case. Anything above \$25K needs to go to public tender, so I am confirming ability to extend if necessary, or if we would need to craft a new contract in the unexpected situation that the \$15K is not enough.

- Let's nail down the transcript issue on Friday – it may not be necessary.

Thanks, and thanks for your patience on working through the last pieces,
Christina

From: Bill Ard s.22
Sent: Wednesday, December 12, 2012 1:17 PM
To: Zacharuk, Christina EDUC:EX
Subject: Re: Draft Contract with Ministry of Education

Hello Christina. I have reviewed the contract and I have a concern regarding insurance. I have never had occasion to specifically add a client to my insurance policy so I don't know if there is a cost to that. Also I currently only have \$1 million Commercial General Liability. I have a call in to my insurer to see if is possible to comply with the requirement to add the Province to the policy and what the cost would be for that and to increase my liability to \$2 million. If the cost is more than nominal, I am not sure I will accept the contract unless you are able to modify the insurance requirement to \$1 million and remove the requirement to add the Province to my policy.

When I spoke to Sheila she said that transcripts aren't normally done unless the matter is going to a hearing. Are you wanting transcripts to be done as part of this contract regardless of a hearing?

Sheila also mentioned that in the event of unforeseen complications such as additional unanticipated witnesses that there would be provision for increasing the total contract amount. I don't know anything about this investigation other than a basic overview that there is 2 complainants and 6 certificate holders so it is difficult for me to project if \$15,000 is going to cover all of the hours that I will need to put in. I don't see any provision in the contract for extending. Is that something that we can address.

Regards

Bill Ard
s.22

From: Zacharuk, Christina EDUC:EX
Sent: Tuesday, December 11, 2012 5:00 PM
To: s.22

Cc: Cessford, Sheila EDUC:EX

Subject: Draft Contract with Ministry of Education

Hi Bill – in preparation for the meeting Friday, I am attaching the draft contract for your review; this is a very standard government contract. Ideally we would sign this off on Friday if that works for you, but of course happy to discuss any questions you may have at the meeting.

Thanks again and look forward to meeting you later this week.

Christina Zacharuk | Executive Director, Teacher Regulation Branch, Governance, Legislation and Regulation |
Ministry of Education | Phone: 604.731.8170 Ex.343 | <mailto:christina.zacharuk@gov.bc.ca>

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Withheld pursuant to/removed as

NR

From: [Zacharuk, Christina PSEC:EX](#)
To: [Avison, Claire AVED:EX](#)
Cc: [Winter, Monica EDUC:EX](#)
Subject: FOR APPROVAL: Contract Amendment - William Ard
Date: Tuesday, March 19, 2013 7:06:00 AM
Attachments: [Direct Award Contract W Ard PreApproval.docx](#)
[2012-12-14 Bill Ard Contract.pdf](#)
[Modification Agreement - W. Ard - March 2013.doc](#)

Hi Claire – in December, we contracted the services of an investigator to look into the multiple complaints regarding SMU certificate holders. This investigation was contracted out due to the heavy case loads of the investigators and the complexity of the file. The contract was for a total of \$20,000 (\$15,000 plus \$5,000 for expenses). This amount was based on past contracted out investigations – although others were less complex and his rate slightly higher, we thought this amount would suffice.

The investigator, Bill Ard, at the direction of the Commissioner, conducted multiple interviews and is now compiling his report. His hours to date have exceeded the original contract and he has estimated that in order to conclude his work and write the report, we will need to increase the contract by a maximum of \$35,000, with expenses remaining at \$5,000.

I have confirmed with Mary that it is not practicable to pass this file to one of the other investigators, in particular due to the complexity of it. Attached are the amendment documents that Monica has put together, in addition to the original contract. With a full complement of investigators, we don't anticipate needing to contract out other investigations going forward.

Please let me know if you would like to discuss or would like more info.

Thanks, CZ

From: Winter, Monica EDUC:EX
Sent: Monday, March 18, 2013 5:16 PM
To: Zacharuk, Christina EDUC:EX
Subject: Contract Amendment - William Ard

Christina,

Attached please find the following documents:

- Original contract
- Pre-approval authorization to amend direct award contract
- Contract amendment document – Modification Document

Please will you review. If you are happy with the documents, please may I ask you to pass it on to Claire for her approval. If you would like to make any changes, please let me know and I shall re-send the documents to you.

Many thanks,

Monica



MINISTRY OF EDUCATION DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

Policy:

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

Scope:

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

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

Procedures:

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

Please Note:

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

MINISTRY OF EDUCATION
DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

Request Number: N/A

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

Date: March 18, 2013

Category:

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

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

Other (specify):

Submitted by: C. Zacharuk
C13/2502

☐ **New Contract**

or

☒ **Amendment #**

Branch/Office: TRB
Estimated \$ Value: \$40 K (Fees)
 (Fees) (NOTE: Expenses will remain at \$5 K)

(of contract or amendment)

Original Contract Value: \$15 K

(if an amendment)

Project/Service Requirement:

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

The Contract Investigator must:

1. Complete full investigation of complaints
2. Conduct interviews with multiple witnesses and potential victims including transcribing recorded interviews and
3. Write a detailed report for the Commissioner of Teacher Regulation.

Proposed Contractor: William Ard

(name)

Timing:

(anticipated contract or amendment start and end date)

Start date remains at December 14, 2012 and the end date remains at March 31, 2013.

Rationale for the Direct Award:

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

The full investigation of all the complaints is complex and sensitive. The Contractor has already invested a significant number of investigation hours and to introduce a new contract investigator at this time would not be efficient. An open bidding process would compromise the confidentiality and security of the information and delay the completion of the full investigation.

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

The staff investigators at the Teacher Regulation Branch have full case loads. Commissioner of Teacher Regulation ordered this investigation to avoid unnecessary delays.

Has your branch used this contractor in the past 12 months? If yes, was the contract competitively bid or direct awarded?

No.

Impact If Not Approved:

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



**MINISTRY OF EDUCATION
DIRECT AWARD CONTRACT PRE-APPROVAL**

Effective: September 2012

The impact of this amendment if it is not approved may result in certificate holders not being held accountable for professional misconduct and student well-being may be at risk

Approved / Not Approved by:

Approved / Not Approved by:

SOA/Assistant Deputy Minister

Deputy Minister



GENERAL SERVICE AGREEMENT

CONTRACT NO C13/2502

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THIS AGREEMENT is dated for reference the 14th day of December, 2012.

BETWEEN:

William Ard (the "Contractor") with the following specified address and fax number:
s.22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Teacher Regulation Branch,
Ministry of Education (the "Province") with the following specified address and fax number:
400-2025 West Broadway
Vancouver BC V6J 1Z6

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of Services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule, plus any applicable taxes; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.
- The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

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

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

- (a) Received Material that the Contractor receives from the Province; and

(b) Produced Material, other than any Incorporated Material.

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event or 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:
- 1. by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional Terms

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

Governing law

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

14 INTERPRETATION

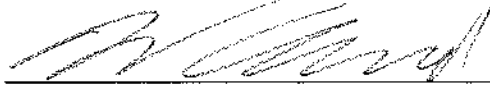
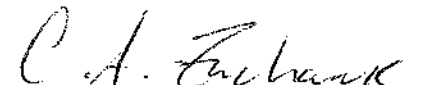
14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>14</u> day of <u>December</u>, 20<u>12</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> Signature(s)</p> <p><u>William Ard</u> Print Name(s)</p> <p><u>Contract Investigator</u> Print Title(s)</p>	<p>SIGNED on the <u>14</u> day of <u>December</u>, 20<u>12</u> on behalf of the Province by its duly authorized representative:</p> <p> Signature</p> <p><u>Christina Zacharak</u> Print Name</p> <p><u>Executive Director</u> Print Title</p>
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Schedule A – Services

PART 1. TERM:

Subject to section 2 of this Part 1, the term of this Agreement commences on December 14, 2012 and ends on March 31, 2013.

PART 2. SERVICES:

Conduct complex and sensitive investigations including in-depth interviews of multiple complaints made to the Commissioner of Teacher Regulation involving potential breaches of professional conduct standards by certificate holders concerning K-12 students.

Outputs

The Contractor must:

1. Complete full investigations of complaints
2. Conduct interviews with multiple witnesses and potential victims including transcribing recorded interviews and
3. Write a detailed report for the Commissioner of Teacher Regulation.

Inputs

The contractor must:

1. Have a computer and software compatible with the ministry's equipment.
2. Have a vehicle to travel to Vancouver Island to conduct interviews at site of the complaints.
3. Follow the instructions of the Commissioner of Teacher Regulation respecting the format and content of the detailed report.
4. Handle the complaint files in compliance with Schedule E (Privacy Protection) and return the complete files to the Teacher Regulation Branch upon completion of the report to the Commissioner.
5. Ensure that the sub-contractor providing transcription service handles the information in compliance with Schedule E (Privacy Protection) and Schedule G (Security).

Outcomes

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

Prepare a detailed report for the Commissioner of Teacher Regulation respecting specific complaints made to the Commissioner.

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

Reporting requirements

Detailed investigation report as per instructions by the Commissioner of Teacher Regulation on or before March 31, 2013.

PART 3. RELATED DOCUMENTATION:

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

Appendix 1 – Engagement Letter	ATTACHED: NOT APPLICABLE
Appendix 2 – Solicitation document excerpt	ATTACHED: NOT APPLICABLE
Appendix 3 – Proposal excerpt	ATTACHED: NOT APPLICABLE

PART 4. KEY PERSONNEL:

Not Applicable

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$20,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

Hourly Rate

Fees: at a rate of \$125 per hour for those hours during the Term when the Contractor provides the Services to a maximum of \$15,000. Payment of fees will be made upon fulfillment of the obligations under this Agreement.

3. EXPENSES:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Langley, BC on the same basis as the Province pays its Group II employees when they are on travel status (see attached Appendix I to Schedule B); and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and transcription costs as required.
- c. Expenses to a maximum of \$5,000.

4. STATEMENTS OF ACCOUNT:

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

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

Invoices may be scanned and emailed or posted to Contract Manager Karen Krysa:

Ministry of Education
Governance, Legislation and Regulation Branch
2nd Floor, 620 Superior Street
Victoria BC V8W 9H1

Email: karen.krysa@gov.bc.ca

5. PAYMENTS DUE:

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

6. HARMONIZED SALES TAX:

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

Schedule D – Insurance

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

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,

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

Purpose

2. The purpose of this Schedule is to:

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Definitions

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

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

Facilities and Equipment protection and access control

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

Storage of Records

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

Audit

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

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

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

Termination of Agreement

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

Interpretation

19. In this Schedule, unless otherwise specified:
- (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any Subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such Subcontractors comply with this Schedule.

21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the 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
Issued by ICBC: <ul style="list-style-type: none"> • B.C. driver’s licence or learner’s licence (must have photo) • B.C. Identification (BCID) card Issued by provincial or territorial government: <ul style="list-style-type: none"> • Canadian birth certificate Issued by Government of Canada: <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.

MODIFICATION AGREEMENT

BETWEEN

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

Teacher Regulation Branch, Ministry of Education, 400 – 2025 West Broadway, Vancouver, BC
V6J 1Z6

AND

William Ard, the Contractor, s.22

BACKGROUND

A. The parties entered into an agreement dated December 14, 2012, a copy of which is attached. The agreement is recorded as Contract No. C13/2502 and engages Mr. Ard to investigate professional conduct complaints which require timely attention dealing with confidential and privileged information.

B. The parties have agreed to modify the Agreement based on the fact that the full investigation of the all complaints is complex and sensitive and the contractor has already invested a significant number of investigation hours.

AGREEMENT

The parties agree as follows:

1. The document attached to this agreement and entitled "Revised Schedule B – Fees and Expenses" to the Service Agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Teacher Regulation Branch of the Ministry of Education and William Ard replaces the Schedule B attached to the Agreement, effective March 20, 2013.

(2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 20th day of March, 2013 on behalf of the Province by its duly authorized representative:

Signature _____

Print Name Ms. Christina Zacharuk, Executive Director, Teacher Regulation Branch.

SIGNED AND DELIVERED on the 20th day of March, 2013 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature _____

Print Name William Ard

Revised Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE

Despite sections 2 and 3 of this Schedule, \$60,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

The Province has agreed to an hourly rate \$125 for those hours during the Term when the Contractor provides the Services to a maximum of \$55,000. Payment of fees will be made upon fulfillment of the obligation under this Agreement.

3. EXPENSES:

- a. Travel, accommodation and meal expenses for travel greater than 32 kilometers away from Langley, BC on the same basis as the Province pays its Group II employees when they are on travel status (see attached Appendix 1 to Schedule B); and
- b. The Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and transcription costs as required.
- c. Expenses to a maximum of \$5,000.

4. STATEMENTS OF ACCOUNT:

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

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

Invoices may be scanned and emailed to Contract Manager, Karen Krysa:

Karen.krysa@gov.bc.ca

or posted to Contract Manager Karen Krysa:

Ministry of Education
Governance, Legislation and Regulation Branch
2nd Floor, 620 Superior Street
Victoria, BC V8W 9H1

5. PAYMENTS DUE

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

6. APPLICABLE TAX

The Contractor must include all applicable taxes on the Statement of Account.

From: [Avison, Claire AVED:EX](#)
To: [Zacharuk, Christina PSEC:EX](#)
Subject: Re: FOR APPROVAL: Contract Amendment - William Ard
Date: Tuesday, March 19, 2013 7:26:46 AM

approved

Claire Avison | Assistant Deputy Minister, Governance, Legislation and Regulation | Ministry of Education | s.17 | claire.avison@gov.bc.ca

Sent from my iPad

On 2013-03-19, at 7:07 AM, "Zacharuk, Christina EDUC:EX"
<Christina.Zacharuk@gov.bc.ca> wrote:

Hi Claire – in December, we contracted the services of an investigator to look into the multiple complaints regarding SMU certificate holders. This investigation was contracted out due to the heavy case loads of the investigators and the complexity of the file. The contract was for a total of \$20,000 (\$15,000 plus \$5,000 for expenses). This amount was based on past contracted out investigations – although others were less complex and his rate slightly higher, we thought this amount would suffice.

The investigator, Bill Ard, at the direction of the Commissioner, conducted multiple interviews and is now compiling his report. His hours to date have exceeded the original contract and he has estimated that in order to conclude his work and write the report, we will need to increase the contract by a maximum of \$35,000, with expenses remaining at \$5,000.

I have confirmed with Mary that it is not practicable to pass this file to one of the other investigators, in particular due to the complexity of it. Attached are the amendment documents that Monica has put together, in addition to the original contract. With a full complement of investigators, we don't anticipate needing to contract out other investigations going forward.

Please let me know if you would like to discuss or would like more info.

Thanks, CZ

From: Winter, Monica EDUC:EX
Sent: Monday, March 18, 2013 5:16 PM
To: Zacharuk, Christina EDUC:EX
Subject: Contract Amendment - William Ard

Christina,

Attached please find the following documents:

<!--[if !supportLists]-->• <!--[endif]-->Original contract

<!--[if !supportLists]-->• <!--[endif]-->Pre-approval authorization to amend
direct award contract
<!--[if !supportLists]-->• <!--[endif]-->Contract amendment document –
Modification Document

Please will you review. If you are happy with the documents, please may I ask you to pass it on to Claire for her approval. If you would like to make any changes, please let me know and I shall re-send the documents to you.

Many thanks,

Monica

<Direct Award Contract W Ard PreApproval.docx>

<2012-12-14 Bill Ard Contract.pdf>

<Modification Agreement - W. Ard - March 2013.doc>

From: [Krysa, Karen EDUC:EX](#)
To: [Winter, Monica EDUC:EX](#); [Doak, Sherry A EDUC:EX](#)
Cc: [Beaton, Heather A EDUC:EX](#); [Zacharuk, Christina PSEC:EX](#)
Subject: FW: Direct Award Pre Approval - Ard
Date: Friday, March 22, 2013 3:20:04 PM
Attachments: [20130322151437.pdf](#)

Hi, please find attached the signed direct award pre-approval for William Ard's contract C13#2502.

Karen

From: Karen.Krysa@gov.bc.ca [<mailto:Karen.Krysa@gov.bc.ca>]
Sent: Friday, March 22, 2013 3:15 PM
To: Krysa, Karen EDUC:EX
Subject: Direct Award Pre Approval - Ard



MINISTRY OF EDUCATION
DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

Request Number: N/A
(optional tracking number assigned by ADM's or DM's office)

Date: March 18, 2013

Category:

- | | |
|--|---|
| <input type="checkbox"/> Human Resources or Labour Relations | <input type="checkbox"/> Policy Research or Writing |
| <input type="checkbox"/> Project Management | <input type="checkbox"/> Communications |
| <input type="checkbox"/> Subject Matter Expertise or Advice | <input type="checkbox"/> Technical Support or Administrative Services |
| <input type="checkbox"/> IT Consulting | <input checked="" type="checkbox"/> Professional Services |
- Other (specify):

Submitted by: C. Zacharuk
C13/2502

☐ New Contract or ☒ Amendment #

Branch/Office: TRB **Estimated \$ Value:** \$40 K (Fees) **Original Contract Value:** \$15 K
(Fees) (NOTE: Expenses will remain at \$5 K)
(of contract or amendment) (if an amendment)

Project/Service Requirement:

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

The Contract Investigator must:

1. Complete full investigation of complaints
2. Conduct interviews with multiple witnesses and potential victims including transcribing recorded interviews and
3. Write a detailed report for the Commissioner of Teacher Regulation.

Proposed Contractor: William Ard
(name)

Timing:

(anticipated contract or amendment start and end date)

Start date remains at December 14, 2012 and the end date remains at March 31, 2013.

Rationale for the Direct Award:

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

The full investigation of all the complaints is complex and sensitive. The Contractor has already invested a significant number of investigation hours and to introduce a new contract investigator at this time would not be efficient. An open bidding process would compromise the confidentiality and security of the information and delay the completion of the full investigation.

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

The staff investigators at the Teacher Regulation Branch have full case loads. Commissioner of Teacher Regulation ordered this investigation to avoid unnecessary delays.

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

Impact If Not Approved:

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



MINISTRY OF EDUCATION
DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

The impact of this amendment if it is not approved may result in certificate holders not being held accountable for professional misconduct and student well-being may be at risk

Approved / Not Approved by:

Approved / Not Approved by:

Via email - see attached

SOA/Assistant Deputy Minister *(b/c)*


Deputy Minister

From: [Krysa, Karen EDUC:EX](#)
To: [Shariff-Kassam, Nafisa EDUC:EX](#)
Cc: [Beaton, Heather A EDUC:EX](#); [Pridmore, Kerry EDUC:EX](#); [Zacharuk, Christina PSEC:EX](#)
Subject: accruals
Date: Tuesday, March 26, 2013 4:28:03 PM

Hi Nafisa,

I will be away from work on s.22
email ahead of that date.

and therefore, I am sending you this

The Teacher Regulation Branch needs to accrue the full amount of the William Ard contract C13/2502 (\$60K). I will ensure the FYE-2 form is filled out and hand delivered to you prior to April 9, 2013.

The International Education Branch needs to accrue the full amount of the BCCIE contract C13/2505 (\$20K).

Thank you.

Karen

KAREN KRYSA | Ministry of Education | office: 250.896.0372 | karen.krysa@gov.bc.ca | *Please consider the environment before printing this email.*



MINISTRY OF EDUCATION
DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

Request Number: N/A

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

Date: March 18, 2013

Category:

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

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

Other (specify):

Submitted by: C. Zacharuk

☐ New Contract

or

☒ Amendment #

C13/2502

Branch/Office: TRB

Estimated \$ Value: \$40 K (Fees)

Original Contract Value: \$15 K

(Fees) (NOTE: Expenses will remain at \$5 K)

(of contract or amendment)

(if an amendment)

Project/Service Requirement:

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

The Contract Investigator must:

1. Complete full investigation of complaints
2. Conduct interviews with multiple witnesses and potential victims including transcribing recorded interviews and
3. Write a detailed report for the Commissioner of Teacher Regulation.

Proposed Contractor: William Ard

(name)

Timing:

(anticipated contract or amendment start and end date)

Start date remains at December 14, 2012 and the end date remains at March 31, 2013.

Rationale for the Direct Award:

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

The full investigation of all the complaints is complex and sensitive. The Contractor has already invested a significant number of investigation hours and to introduce a new contract Investigator at this time would not be efficient. An open bidding process would compromise the confidentiality and security of the information and delay the completion of the full investigation.

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

The staff investigators at the Teacher Regulation Branch have full case loads. Commissioner of Teacher Regulation ordered this investigation to avoid unnecessary delays.

Has your branch used this contractor in the past 12 months? If yes, was the contract competitively bid or direct awarded?

No.

Impact If Not Approved:

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



MINISTRY OF EDUCATION
DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

The impact of this amendment if it is not approved may result in certificate holders not being held accountable for professional misconduct and student well-being may be at risk

Approved / Not Approved by:

Via email - see attached

SOA/Assistant Deputy Minister (etc.)

Approved / Not Approved by:

A handwritten signature in black ink, appearing to be "A. H.", written over a horizontal line.

Deputy Minister

11915

CONTRACTOR INFORMATION				DO NOT WRITE IN SHADED AREAS		
Legal Name of Contractor (and Seconded, if applicable): WILLIAM ARD				Vendor Site (Supplier Code)		
s.22				Contract Number: C13/2502		Amendment Number: 1 (ONE)
Ministry Branch/Office Name: Teacher Regulation Branch						T/B Approval Number:
CONTRACT TERMS				IF CONTRACT SPANS MORE THAN ONE FISCAL YEAR, DISTRIBUTE TOTAL AMENDED CONTRACT DOLLARS BY FISCAL YEARS. ** Previous year's amount MUST NOT be less than has already been paid out.		
	PREVIOUS DATES/ AMOUNTS	INCREASED (DECREASED) BY	AMENDED DATES/AMOUNTS <i>(Leave Blank if Unchanged)</i>	** PREVIOUS FISCAL YR(S) AMOUNT 2011/2012	CURRENT FISCAL YR AMOUNT 2012/2013	AMOUNT FOR FUTURE FISCAL YR(S) 20__/20__
Start Date	December 14, 2012					
End Date	March 31, 2013					
Fee	\$15,000	\$40,000	\$55,000		\$55,000	
Expenses	\$5,000	n/a	\$5,000	n/a	\$5,000	
Contract Max (fees & expenses)	\$20,000	\$40,000	\$60,000		\$60,000	
Account Coding						
MIN	Resp	Service Line	STOB(s)	Project Number	Amount	
0ET	22800	00283	6001	2201515	\$40,000	
Summary of changes to deliverables and/or clauses: Additional \$40,000 required for FEES to end of term - March 31, 2013.						
Background rationale for amendment: The acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest. An open bidding process would compromise the confidentiality and security of the information and delay the completion of the full investigation. The parties have agreed to modify the Agreement based on the fact that the full investigation of all the complaints is complex and sensitive and the contractor has already invested significant number of investigation hours.						

Contract Manager certification: I certify that this Contract Amendment meets the requirements of ministry contract management policy (<i>Financial Management Policy and Procedures Manual</i>, Chapter 4):	
Contract Manager: (Please Print or Type Name) KAREN KRYSA	
Date:	Telephone #: 250 896-0372
Signature:	
Finance & Administrative Services Branch (FASB) and ADM, Management Services approval includes review for policy compliance, completeness and clarity, NOT for program appropriateness.	
Print or Type name of Contract Administrator: Sherry Doak	Telephone number: 250-387-1862
FASB Contract Mgmt. Unit or Branch Contract Administrator:	Date:
Comments:	
Spending Authority: CHRISTINE ZACHARUK	Date:
Comments:	
Department Director:	Date:
Comments:	
ADM, Management Services:	Date:
Comments:	
Deputy Minister:	Date:
Comments:	
INSTRUCTIONS	
<p>CONTRACT MANAGER: When forwarding the amendment for the above approvals, please attach copies of previous approval sheets, amendments and original contract, as they will be required for obtaining the necessary approvals.</p> <p>Please forward original Approval Sheet for Amended Contracts together with the signed original Amendment to FASB, Accounts Section immediately after the Amendment has been signed by both parties.</p>	