

Text Attachment: Log ID 47696

Incoming Request

From: Gensey, Guy TTI:EX  
Sent: Monday, March 28, 2011 8:50 AM  
To: Carnaghan, Matthew TTI:EX  
Cc: Wempe, Sarah TTI:EX; Gensey, Guy TTI:EX  
Subject: FW: Read on Monday, March 28 (not before!): Reporting Obligation under Art 1701(4)  
Importance: High

Hey Matt: could you please begin working on a BN for Shom indicating that after April 7 we're in a spot <sup>s.16</sup>  
<sup>s.16</sup> – pointing out it's not the end of the world but nevertheless rather unfortunate to  
be in this situation (due to no sitting of the Legislature since Spring 2010). It will keep the Implementation legislation on the  
front-burner of attention as well.  
Thx.  
Guy

See below for the details...

Article 1701 requires to allow that monetary awards and Tariff Costs are payable by a province, which is in part what the  
NWPTA Implementation Act is achieving. If we do not, we lose access to our dispute resolution privileges, which would  
prevent BC from launching or participating in disputes. <sup>s.17</sup> Note that the  
"Effective Date" is October 7, 2009 and we need to have this legislation in place by April 7, 2011, which is 18 months after  
October 7, 2009. See text below.

s.16

Ministry of Jobs, Tourism and Innovation  
**BRIEFING NOTE FOR DEPUTY MINISTER**

Ref #: 48112

**FOR INFORMATION**

Date: June 3, 2011

**Title:** Consulting Engineers of British Columbia

**Issue:** The Consulting Engineers of British Columbia believe that the government procurement obligations in the Trade, Investment and Labour Mobility Agreement and the New West Partnership Trade Agreement are having a negative impact on their members and on municipalities.

**Background:** The government procurement obligations in the agreements require that government entities, municipalities, public academic institutions, schools and hospitals openly tender contracts for goods and services, including engineering services.

The Consulting Engineers of British Columbia claim that the obligation for municipalities to openly tender contracts has meant that their members must spend an inordinate amount of time and money preparing proposals.

They also claim that because municipalities are receiving many more proposals than before, they "short cut" by simply choosing the proposal with the lowest bid rather than taking the time to determine which proponent is the most qualified to do the work, and that this could have negative implications for the integrity of municipal infrastructure.

The Consulting Engineers of Alberta have raised this issue with the Honourable Iris Evans, Alberta's Minister of International and Intergovernmental Affairs. The Consulting Engineers of Saskatchewan have raised the issue with Saskatchewan's cabinet. The Consulting Engineers of British Columbia may request a meeting with Minister Bell.

The Consulting Engineers of British Columbia have requested that the agreements be amended either to exempt engineering services from the procurement obligations, to insert language allowing for qualifications-based selection, or to allow municipalities to establish time-limited pre-qualification lists for procurement contracts.

Qualifications-based selection is a competitive procurement process where firms submit qualifications to a procuring entity who evaluates and selects the most qualified firm, then negotiates the scope of work and the budget. Cost is not considered when making the initial selection of the most appropriate service provider.

A pre-qualification list is a method of procurement where the procuring entity invites proposals for a general service, such as engineering, and establishes a short list of qualified firms to choose from when awarding a specific contract at a later date. This list is then opened up to new proponents on a regular basis.

**Discussion:** The agreements' procurement obligations are intended to ensure that government entities, including municipalities procure in an open and non-discriminatory fashion and that taxpayers, receive value for money when goods and services are procured.

s.16

s.13

The agreements already allow municipalities to include qualifications-based selection criteria in their requests for proposals, as the Consulting Engineers of British Columbia are requesting, and they do not oblige municipalities to award contracts based on price.

s.13

Ministry staff will work with the Consulting Engineers of British Columbia to find a solution that is both acceptable to that organization and consistent with the existing provisions of the Trade, Investment and Labour Mobility Agreement and the New West Partnership Trade Agreement.

Contact: Matthew Carnaghan, Trade Initiatives Branch  
Telephone: 250-952-0645

Approvals				
Dir: GG	ED: DW	ADM: SS	DM:	MIN:

Ministry of Jobs, Tourism and Innovation  
**BRIEFING NOTE FOR ASSISTANT DEPUTY MINISTER**

Ref #: 48075

**FOR INFORMATION**

Date: May 12, 2011

**Title:** Municipal waste management procurement – trade implications

**Issue:** Summerland Waste Services recently lost a garbage collection contract with the District of Summerland to BFI Canada, a Toronto-based company, and claims that this will lead to a loss of jobs in the community. Municipal officials appear to have been under the impression that the British Columbia-Alberta Trade, Investment and Labour Mobility Agreement requires them to award the contract to the lowest bidder.

**Background:** Summerland Waste Services' loss of the contract was reported in the local newspaper on March 23. The newspaper article noted that BFI's bid was almost 20 per cent lower than Summerland Waste Services' bid and will save the District about \$60,000 annually and households an average of \$40 annually. Municipal officials are quoted as stating that they were bound to follow the Trade, Investment and Labour Mobility Agreement in awarding the contract to BFI.

**Discussion:** Sometime after the article appeared, Janet Groome of Summerland Waste contacted ministry officials to express concern over the loss of the contract and the resulting loss of jobs for the company's employees. Ms. Groome also asked whether the Trade, Investment and Labour Mobility Agreement required the District to award the contract to BFI, as the lowest bidder.

The Trade, Investment and Labour Mobility Agreement and the New West Partnership Trade Agreement require municipalities to procure goods and services in an open and non-discriminatory manner. However, these agreements do not in any way require a municipality to accept the lowest bid with which they are presented.

The awarding of the contract to BFI is the result of the open bidding process required by the agreements. This ensures that all interested companies can apply and have equal access to government procurement opportunities. The savings that will accrue to Summerland households is evidence that the agreements are effective in ensuring that taxpayers receive better value for their money.

Contact: Matthew Carnaghan  
Telephone: 250 952-0645

Approvals				
Dir: GG	ED: DW	ADM:	DM:	MIN:

Attachment: Article from Summerland Review, March 23, 2011

**Garbage contract met trade agreement**

*Summerland Review - By John Arendt - March 23, 2011*

Copyright

Page 06

Withheld pursuant to/removed as

Copyright

Text Attachment: Log ID 42010

Incoming Request

From: Gensey, Guy TTI:EX  
Sent: Monday, November 15, 2010 4:47 PM  
To: White, Don D TTI:EX  
Cc: Gensey, Guy TTI:EX; Wempe, Sarah TTI:EX  
Subject: NWPTA Implementation Act

Don: as discussed here is the complete package. You mentioned that this should be sent from the trade branch to Shom Sen, then if approved be sent to Chrissy Melling & Martyn Brown with a cc to Shannon Mullen. I assume Sarah should cliff this and send to Shom's office if you approve.

Thx.  
Guy

Pages 8 through 35 redacted for the following reasons:

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s.12

s.14



Text Attachment: Log ID 41895

Incoming email and Response

From: Smith, Josh STED:EX  
Sent: Thursday, July 15, 2010 8:51 AM  
To: Park, Danielle STED:EX  
Subject: FW: Trade Agreement info for ACE

I chatted with Maureen this morning. Mentioned that the 'subsumed' wording was incorrect and mentioned that both agreement are in effect. I also reminded her of the MASH and Crown thresholds under TILMA/NWPTA and that the Province also had international trade obligations. She mentioned that these weren't covered in the specific course below, but she was aware of them.

J.

From: Park, Danielle STED:EX  
Sent: Wednesday, July 14, 2010 1:35 PM  
To: Smith, Josh STED:EX  
Subject: FW: Trade Agreement info for ACE

From: Trudel, David J FIN:EX  
Sent: Wednesday, July 14, 2010 12:50 PM  
To: Park, Danielle STED:EX  
Subject: RE: Trade Agreement info for ACE

Sorry, was in a meeting all morning. The Procurement and Contract Management Program (PCMP) is comprised of 20 courses with a certification component. The courses were designed to be maintained through an Annual Curriculum Enhancement which attempts to cover changes to the procurement landscape, name changes, etc. The wording that is developed for the ACE process may show up in a number of modules for a variety of the courses, wherever it makes sense.

David Trudel  
Senior Procurement Governance Advisor, PCMP cert.  
Procurement Governance Team, Financial Management Branch  
Ministry of Finance  
2nd Floor, 617 Government Street, Victoria, BC  
Phone: 250-387-2338

From: Park, Danielle STED:EX  
Sent: Wednesday, July 14, 2010 9:37 AM  
To: Trudel, David J FIN:EX  
Subject: RE: Trade Agreement info for ACE

Hi David,

Thanks for this. What is the PCMP and what is the ACE process?

You are correct that the NWPTA does not subsume the TILMA. Is there any mention of obligations on BC's public procurement under 'Buy American'?

Maybe give me a call when you have a minute if you don't mind – not too sure of the context here!

Danielle

From: Trudel, David J FIN:EX  
Sent: Wednesday, July 14, 2010 8:28 AM  
To: Park, Danielle STED:EX  
Subject: FW: Trade Agreement info for ACE

Hi Danielle. Please review the attached – this is the last piece of work that our trainers are doing before the PSA takes over. I don't believe that the NWP subsumes TILMA but will leave that for you to clarify. Thanks!

David Trudel  
 Senior Procurement Governance Advisor, PCMP cert.  
 Procurement Governance Team, Financial Management Branch  
 Ministry of Finance  
 2nd Floor, 617 Government Street, Victoria, BC  
 Phone: 250-387-2338

From: Maureen Sullivan [mailto:maureen@neci-legaledge.com]  
 Sent: Wednesday, July 14, 2010 8:11 AM  
 To: Trudel, David J FIN:EX  
 Cc: Carswell, Donna PSA:EX; debbieforman@neci-legaledge.com  
 Subject: Trade Agreement info for ACE

Hi David,

We are updating the PCMP material under the ACE process, and have prepared the below wording for inclusion to update re: NWPTA. Our internet research now shows that TILMA is actually being subsumed (if that's the word!) under NWPTA, rather than simply running in parallel. Is that your understanding? Are you OK with the following wording?

As we are on a tight timeline for ACE, if we don't hear from you by Monday we will assume that this wording is fine. If there is someone else we should run this past, please advise.

Thanks,  
 Maureen

□ There are other comprehensive domestic trade agreements with resulting impact on public procurement organizations in western Canada. Effective July 1, 2010 the British Columbia/Alberta Trade, Investment and Labour Mobility Agreement (TILMA) has been expanded to become the New West Partnership Trade Agreement (NWPTA) between British Columbia, Alberta and Saskatchewan.

Built on the success of TILMA between Alberta and British Columbia, the NWPTA extends Alberta's and British Columbia's commitments under the former TILMA. (see <http://www.newwestpartnershiptrade.ca/>).

The most significant difference between this trade agreement and the AIT is a reduction in thresholds for the inter-provincial advertising of goods and services solicitations as follows:

Top of Form  
 Bottom of Form

Sector Goods Services Construction

Ministries,  
 Agencies, Boards  
 and Commissions  
 \$10K  
 (from \$25K in  
 the AIT)  
 \$75K (from \$100K  
 in the AIT)

\$100K (no change)

Services \$75K and over must be publicly advertised, e.g., posted on BC Bid

Construction

\$100K and over must be publicly advertised, e.g., posted on BC Bid

Maureen Sullivan | NECI

President

Tel: 250-370-0041 Fax: 250-370-0042

Toll Free: 1-888-990-7267

[www.neci-legaledge.com](http://www.neci-legaledge.com)

Signature Seminars | Procurement and Contract Management Program | The Legal Edge newsletter

Twitter: @maureenNECI

Find me on LinkedIn

Text Attachment: Log ID 41795

Incoming email

From: Vancouver Island Economic Alliance  
To: Fast, Don STED:EX  
Cc: Rick Roberts ; Peter van Dongen ; Olaf Nielson  
Sent: Wed May 19 08:00:51 2010  
Subject: Good morning Mr. Fast  
Good morning Mr. Fast,

Not Responsive

Yours truly,

Cori Lynn Germiquet  
(Carlson)  
President  
Vancouver Island Economic Alliance

250-240-5157

Visit VIEA's New Website : [www.viea.ca](http://www.viea.ca)

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

From: Fast, Don STED:EX

Sent: Tuesday, May 18, 2010 9:56 AM

Subject: New West Partnership Trade Agreement - NWPTA

British Columbia, Alberta and Saskatchewan recently signed the New West Partnership Trade Agreement (NWPTA), which creates Canada's largest interprovincial barrier-free trade and investment market. Under the Partnership, the three provinces will also work together in unprecedented ways to the benefit of workers, businesses and investors.

The attached Information Bulletin provides an overview of the NWPTA. The obligations contained in the NWPTA are consistent with those in the Trade, Investment and Labour Mobility Agreement (TILMA) signed by British Columbia and Alberta in 2006. British Columbia's and Alberta's obligations under the TILMA continue to apply.

Following up on the signing the premiers from the three provinces are taking their first-ever joint trade mission to Asia where they will be promoting trade and commerce opportunities between Western Canada and Asia.

In addition to the attached materials, I am sending you weblinks for the related announcements stemming from the signing and Premier Gordon Campbell's trip to Asia.

B.C., SASKATCHEWAN, ALBERTA LAUNCH NEW WEST PARTNERSHIP

[http://www2.news.gov.bc.ca/news\\_releases\\_2009-2013/2010PREM0093-000508.htm](http://www2.news.gov.bc.ca/news_releases_2009-2013/2010PREM0093-000508.htm)

PREMIER CAMPBELL PROMOTES BC ON JOINT TRADE MISSION

[http://www2.news.gov.bc.ca/news\\_releases\\_2009-2013/2010PREM0109-000584.htm](http://www2.news.gov.bc.ca/news_releases_2009-2013/2010PREM0109-000584.htm)

Don Fast

Deputy Minister

Ministry of Small Business, Technology  
and Economic Development

◇

Pages 41 through 45 redacted for the following reasons:

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s.13, s.16, s.17

Text Attachment: Log ID 41708

Incoming request

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From: Gensey, Guy STED:EX  
Sent: Friday, March 12, 2010 2:09 PM  
To: Wempe, Sarah STED:EX  
Subject: Cliff #

Hi Sarah: as per Don's verbal instructions to us, please do up a new cliff number for a BN "For Recommended Action" for MIB to have a discussion with PGC relating to the name change of "TILMA" to "New West Partnership Trade Agreement" (NWPTA).  
Thx.  
Guy

Text Attachment: Log ID 41708

Email

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From: Murray, Nancy T STED:EX  
Sent: Wednesday, March 17, 2010 11:54 AM  
To: Howard, Samantha A STED:EX; Halford, Trevor M STED:EX; Normand, Nicole STED:EX  
Cc: Paulson, Aleesa STED:EX  
Subject: TILMA - changing the name of the internal trade component - cliff 80965

Don has approved.

II ISSUE: Changing the name of the internal trade component of the New West Partnership (NWP) from the Trade, Investment and Labour Mobility Agreement (TILMA).



March 12, 2010  
Ref: 80965

**MINISTRY OF SMALL BUSINESS, TECHNOLOGY  
AND ECONOMIC DEVELOPMENT**

**I PREPARED FOR:** Iain Black, Minister, **FOR INFORMATION**

**II ISSUE:** Changing the name of the internal trade component of the New West Partnership (NWP) from the Trade, Investment and Labour Mobility Agreement (TILMA).

**III KEY POINTS:**

s.13, s.16

**IV BACKGROUND:**

The NWP will include four separate component agreements:

- 1) an internal trade agreement;
- 2) New West Partnership Agreement on International Cooperation;
- 3) New West Partnership Agreement on Innovation; and
- 4) New West Partnership Agreement on Procurement.

s.13, s.16

.../2

-2-

s.13, s.16

## V DISCUSSION:

s.16, s.17

.../3

s.13

Page 50  
Page 19 of 19  
FIN-2016-64289

Pages 51 through 64 redacted for the following reasons:

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s.13

**Hall, Jane M CSCD:EX**

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**From:** Friesen, Melanie JTI:EX  
**Sent:** Friday, December 9, 2011 9:42 AM  
**To:** Watt, Norma JTI:EX  
**Cc:** Suzanne, Trish M JTI:EX  
**Subject:** Note for cliffing, formatting and approval

Hi Norma,

In Trish's absence, could you please cliff this note and send to Shauna for her approval? It hasn't been requested, but Dana has a call with the AB and SK deputies on Dec. 13<sup>th</sup>, so I assume she'll want a note.

Thanks,  
Melanie



NWPI DMs call  
Dec13.docx

Ministry of Jobs, Tourism and Innovation  
**BRIEFING NOTE FOR DEPUTY MINISTER**

Ref #:

**FOR MEETING**

(December 6, 2011)

**Issue:** New West Partnership Innovation (NWPI) component Deputy Ministers' teleconference

**Background:**

- The New West Partnership (NWP) Agreement, including the innovation component, was signed by the Premiers of British Columbia, Alberta and Saskatchewan on April 30, 2010. The innovation component of the agreement is attached as Attachment 1.
  - Saskatchewan has the lead on the innovation component of the agreement.
- Under the NWPI, the provinces committed to:
  - share non-confidential information, evaluation and analysis on innovation activities;
  - undertake any other activities that shall advance shared innovation objectives; and,
  - identify opportunities to jointly collaborate with industry, governments and other stakeholders on innovation activities.
- s.13
  - Researchers/industry do collaborate extensively, but tend to identify the opportunities to do so themselves based on scientific need or a compelling business case; governments have not proven particularly adept at picking winning collaborations.
  - Provinces are often competing to a certain extent on innovation. s.13
- s.13
  - At the policy level, provinces have been collaborating more than ever through processes like the PT Innovation Ministers' forum (led by BC this year, Saskatchewan next year). s.13

s.13

**Discussion:**

- There are a number of areas in which BC, Alberta and Saskatchewan could usefully collaborate around innovation, building on work being done at the national level and looking for opportunities to leverage federal funding.
- Possible initiatives include:

s.13, s.16

- Stimulating innovation through procurement pilot programs – leveraging work being done at the federal and PT levels, the NWP provinces could look at opportunities to use government procurement (of pre-commercial products or for demonstration projects) as a tool to stimulate innovation. This would tie in with the procurement component of the NWP as well.
- Although not novel or exciting, sharing of information and best practices remains one of the most useful forms of collaboration under the NWPI. Alberta in particular has a number of programs and governance models which could be of interest to BC, and the similarities between the provinces allows BC to draw a number of lessons from Alberta's experience that would not be possible in examining a very different jurisdiction such as Quebec or Ontario.

**Recommendation:**

s.13

Contact: Melanie Friesen, Research & Innovation Branch  
 Telephone: 250-356-1894

Approvals			
Dir: N/A	ED: MF	ADM:	DM:

**Hall, Jane M CSCD:EX**

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**From:** Friesen, Melanie JTI:EX  
**Sent:** Tuesday, April 12, 2011 4:41 PM  
**To:** Craven, Paul IGRS:EX  
**Cc:** Haney, Donald IGRS:EX; Sen, Shom JTI:EX  
**Subject:** RE: New West Partnership Premiers' Meeting

Hi Paul,

s.13



Melanie

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**From:** Craven, Paul IGRS:EX  
**Sent:** Friday, April 8, 2011 3:05 PM  
**To:** Friesen, Melanie JTI:EX  
**Cc:** Haney, Donald IGRS:EX  
**Subject:** FW: New West Partnership Premiers' Meeting  
**Importance:** High

Melanie,

I tried to e-mail you but I heard you were temporarily off the grid. Just in case this has not wound its way to you another way.

Paul

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**From:** Craven, Paul IGRS:EX  
**Sent:** Thursday, April 7, 2011 4:59 PM  
**To:** White, Don D TTI:EX; Musgrave, Robert TTI:EX; Friesen, Bob W TRAN:EX; Beltrano, Linda MEM:EX; Trachsel, Daymon MEM:EX; Farkas, George FIN:EX; Friesen, Melanie STED:EX; Ewert-Johns, Marcus TTI:EX  
**Cc:** Haney, Donald IGRS:EX; Craven, Paul IGRS:EX  
**Subject:** New West Partnership Premiers' Meeting  
**Importance:** High

Hello all,

Apologies for the late notice but we can now confirm that Premier Clark will be meeting with Premiers Stelmach and Wall in Vancouver on April 20<sup>th</sup>. At their meeting they will review progress on the New West Partnership. The meeting will be a short one. Between the three jurisdiction we need to come up with short progress reports (1 page) on each of the New West Partnership elements. We have divided up the work between the three jurisdictions.

BC is to develop the notes on **Procurement and Energy**. For the areas we are not developing the notes, you can expect a draft note for your review in the coming days. We would like draft notes signed off on content by the three jurisdiction by April 14<sup>th</sup>. If we have drafts by then we certainly understand any formal sign off you require will probably take a few more days.

The other leads for the purposes of the notes are as follows:

Trade Agreement – Alberta

Innovation – Saskatchewan

International Cooperation – Alberta

Transportation – Saskatchewan

We would also like a short paragraph/bullet points from each of you for BC Internal use only that summarizes additional key points/issues/positions for BC. We will include this in the version of the notes for Premier Clark. Please just send this paragraph in an e-mail to Don and I and we will take it from there.

Sorry again for the short notice but as of yesterday evening this meeting was not going ahead. If you have any questions feel free to call Don or myself.

Paul

<< File: NWP Meeting Template.docx >>

Paul Craven  
Executive Director, Federalism and Canadian Intergovernmental Policy  
**Intergovernmental Relations Secretariat**  
Office of the Premier  
250.356.2272

Please consider the environment before printing this e-mail.

Hall, Jane M CSCD:EX

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**From:** Gensey, Guy MEM:EX  
**Sent:** Wednesday, August 17, 2011 3:42 PM  
**To:** Cockburn, Derek P CSCD:EX  
**Subject:** FW: NWPTA Administrator Contract

Hi Derek: is this Dave's contract # for the purposes of billing? This number comes from the previous contract commitment form.

CC33010001A

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**From:** Dave Collisson [<mailto:tilma.secretariat@shaw.ca>]  
**Sent:** Tuesday, August 16, 2011 3:13 PM  
**To:** Gensey, Guy JTI:EX  
**Subject:** RE: NWPTA Administrator Contract

Guy, thanks for the copy of the contract. Any possibility of getting a contract number so I can submit my July invoice?

Dave Collisson  
TILMA Secretariat  
1511 Winchester Road  
Victoria BC V8N 2B6  
Phone: 778 430 2830  
Fax: 778 430 9985

s.22

Email: [tilma.secretariat@shaw.ca](mailto:tilma.secretariat@shaw.ca)

Hall, Jane M CSCD:EX

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**From:** Gensey, Guy MEM:EX  
**Sent:** Wednesday, August 17, 2011 3:41 PM  
**To:** Cockburn, Derek P CSCD:EX  
**Subject:** Contract

Hi Derek: did you get the contract at the security desk this morning?

Also, Dave has asked for a copy of the first page once it is filled in (the Administrative information) so that he can send me an invoice for the month of July. Could you send that along once it's filled out?

Regards,  
Guy

**Hall, Jane M CSCD:EX**

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**From:** Gensey, Guy MEM:EX  
**Sent:** Wednesday, August 17, 2011 10:15 AM  
**To:** Cockburn, Derek P CSCD:EX  
**Subject:** Re: commitment\_contract.docx

Derek: the contract is at security for you at 800 Johnson.  
Guy

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**From:** Cockburn, Derek P CSCD:EX  
**Sent:** Wednesday, August 17, 2011 08:43 AM  
**To:** Gensey, Guy JTI:EX  
**Subject:** RE: commitment\_contract.docx

Guy,

s.13

Derek

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**From:** Gensey, Guy JTI:EX  
**Sent:** Tuesday, August 16, 2011 4:09 PM  
**To:** Cockburn, Derek P CSCD:EX  
**Subject:** commitment\_contract.docx

Hi Derek: how does this look?

For the signing, I had Dave Collisson sign, scan and send me his copy then Don signed this version. Hence, I only have one original signature. Will this work?

Guy

<< File: commitment\_contract.docx >>

Hall, Jane M CSCD:EX

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**From:** Gensey, Guy MEM:EX  
**Sent:** Tuesday, August 16, 2011 4:09 PM  
**To:** Cockburn, Derek P CSCD:EX  
**Subject:** commitment\_contract.docx

Hi Derek: how does this look?

For the signing, I had Dave Collisson sign, scan and send me his copy then Don signed this version. Hence, I only have one original signature. Will this work?

Guy



commitment\_cont  
ract.docx

### CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is requested. Complete Sections A, B, D and E if this is an initial contract. Complete Sections A, C, D and E if this is an amendment. Questions about the collection or use of this information can be directed to Contracts, Policy and Review, at (250) 387-4589.

☒ New Contract or ☐ Amendment - contract has Increased / <Decreased> by: \$ \_\_\_\_\_ (leave blank if unchanged)

#### A. Branch Action

Branch/Division: Trade Initiatives Branch	Contract Manager: Janna Jessee	Telephone: 250 387-6283
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#### B. Initial Contract - General Service Agreement Attached (form can be found): [http://www.pc.gov.bc.ca/psb/GSA/General\\_Service\\_Agreement.doc](http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc)

Project description: Contractor provides administrative/ secretarial services for the New West Partnership Trade Agreement (NWPTA).

#### Mandatory to Select One Procurement Process (X): Procurement and AIT Code descriptions

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> 100 = Open Competitive Process                 | <input type="checkbox"/> 200 = Direct Awards – Public Sector Organization     | <input type="checkbox"/> 201 = Direct Awards – Sole Source     |
| <input type="checkbox"/> 202 = Direct Awards – Emergency                           | <input type="checkbox"/> 203 = Direct Awards – Security, Order, etc.          | <input type="checkbox"/> 204 = Direct Awards - Confidentiality |
| <input type="checkbox"/> 205 = Direct Awards - Notice of Intent                    | <input type="checkbox"/> 207 = Direct Award – Under \$25,000                  |  |
| <input type="checkbox"/> 208 = Direct Award – Financial Assistance - TUA           | <input type="checkbox"/> 209 = Direct Award – Cost Sharing Agreement – TUA    |  |
| <input type="checkbox"/> 300 = Direct Invitation to Selected Vendors               | <input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List    |  |
| <input type="checkbox"/> 401 = Competition from Vendors on Pre-Qualification Lists | <input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement |  |
| <input type="checkbox"/> 600 = other purchase process (FSA)*                       |   |  |

#### Mandatory to Select One AIT Exclusion (X) (descriptions can be found at): Procurement and AIT Code descriptions

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> 100 = Purchase subject to AIT | <input type="checkbox"/> 200 = Purchase below applicable AIT threshold | <input type="checkbox"/> 300 = Purchase exempt commodity/service |
|---|--|--|

#### C. Amendment - Modification Agreement Attached (form at): [http://fow.cd.gov.bc.ca/fas/fin\\_contracts/documents/modification\\_agreement.doc](http://fow.cd.gov.bc.ca/fas/fin_contracts/documents/modification_agreement.doc)

Reason for amendment is (X): ☐ Change in deliverables ☒ Other (specify): Allow the contractor to manage the booking/ logistics for NWPTA dispute panel hearings and be reimbursed as appropriate.

#### D. Commitment (Once the amount of the contract or amendment has been entered to the account(s) indicated below, it should not be changed.)

Contractor name: (verified on BC Online Corporate Registry): William David Collisson		Company registration # s.21	
Doing business as: WDC Consulting			
Address: 1511 Winchester Road, Victoria, BC			Postal code: V8N 2B6
Phone: 250 721-2836		Fax: 250 942-8460	
Commitment # (to be quoted on all invoices): CC33010001A			
Term of Agreement: From: July 1, 2011		To: June 30, 2012	
Contract Price:	\$ 170,000 Maximum	Responsibility Centre	Service Line
Max. Fee:	\$ 150,000 Maximum	51571	22330
Max. Expenses:	\$ 20,000 Maximum	51571	22330
			STOB
			61
			61
			Project Number
			5111111
			5111111

#### E. Authorization

☐ (X) Contract Policy Requirements – Documented

Spending Authority:

#### F. Assistant Deputy Minister

Pre Approval for Direct Award – Sole Source  
Service Contract (stob 60) \$25,000 or more:

Date:

Hall, Jane M CSCD:EX

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**From:** Gensey, Guy MEM:EX  
**Sent:** Tuesday, August 16, 2011 2:51 PM  
**To:** 'Lorraine Andras'; 'Stinka, Natasha EC'; 'Dave Collisson'  
**Cc:** Greenwood, Gail JTI:EX; Carnaghan, Matthew JTI:EX; 'Richard Skelton'; 'Gregory Sills'; 'Shawn Robbins'; 'rdonald@gr.gov.sk.ca'; White, Don D JTI:EX  
**Subject:** NWPTA Administrator Contract

Please find attached the signed new contract (see page 13) for the NWPTA Administrator.

Regards,

Guy



20110816142451.

pdf



# NWPTA ADMINISTRATOR AGREEMENT

<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.:</i> _____	<i>Financial Information</i>
<i>Requisition No.:</i> _____	<i>Client:</i> _____
<i>Solicitation No.(if applicable):</i> _____	<i>Responsibility Centre:</i> _____
<i>Commodity Code:</i> _____	<i>Service Line:</i> _____
<i>Contractor Information</i>	<i>STOB:</i> _____
<i>Supplier Name:</i> _____	<i>Project:</i> _____
<i>Supplier No.:</i> _____	
<i>Telephone No.:</i> _____	
<i>E-mail Address:</i> _____	
<i>Website:</i> _____	

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THIS AGREEMENT is dated for reference the first day of July, 2011.

BETWEEN:

WILLIAM DAVID COLLISSON, dba WDC Consulting (the "Contractor") with the following specified address:  
1511 Winchester Rd  
Victoria, BC V8N 2B6

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Jobs, Tourism and Innovation (the "Province") with the following specified address and fax number:  
3<sup>rd</sup> Floor, 1803 Douglas Street  
Victoria, BC V8T 5C3  
(250) 952-0635

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) "Administrator" or "NWPTA Administrator" means the administrator described in Article 19 of the NWPTA;
- (b) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (c) "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;
- (d) "Management Board" means the board that, pursuant to the "Agreement of the Parties under the New West Partnership Trade Agreement with Respect to the Appointment, Funding and Management of the NWPTA Administrator", is
  - (i) comprised of one member and one alternate member from each of the NWPTA Parties, and
  - (ii) established to oversee the operations of the Administrator and to ensure that the terms of this Agreement are fully performed;
- (e) "Material" means the Produced Material and the Received Material;
- (f) "NWPTA" means the New West Partnership Trade Agreement entered into among the Province, and the governments of Alberta and Saskatchewan;
- (g) "NWPTA Parties" means the Province and the governments of Alberta and Saskatchewan;
- (h) "personal information" means information that is 'personal information' as defined in the *Freedom of Information and Protection of Privacy Act*;
- (i) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (j) "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;

- (k) "Services" means the services described in Schedule A;
- (l) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (m) "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

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

#### Confirmation of non-written instructions

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

#### Effectiveness of non-written instructions

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

#### Applicable laws

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

### 3 PAYMENT

#### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;
- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

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

#### Statements of accounts

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

#### Withholding of amounts

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

#### Appropriation

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

#### Currency

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

#### Non-resident income tax

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

#### Prohibition against committing money

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

#### Refunds of taxes

- 3.8 The Contractor must:

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

#### 4 REPRESENTATIONS AND WARRANTIES

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

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

#### 5 PRIVACY, SECURITY AND CONFIDENTIALITY

##### Privacy

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

##### Security

- 5.2 The Contractor must:

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

#### Confidentiality

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

#### Public announcements

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

#### Restrictions on promotion

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

### 6 MATERIAL AND INTELLECTUAL PROPERTY

#### Access to Material

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

#### Ownership and delivery of Material

- 6.2 Unless the Province advises the Contractor that one or more of the other NWPTA Parties owns specific property rights, 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 Unless the Province advises the Contractor that one or more of the other NWPTA Parties owns specific intellectual property rights, 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 favour of the Province or in one or more of the other NWPTA parties 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 or in

one or more of the other NWPTA parties 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 or, if the Province so advises, to one or more of the other NWPTA Parties:

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

### 7 RECORDS AND REPORTS

#### Work reporting

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

#### Time and expense records

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

### 8 AUDIT

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

### 9 INDEMNITY AND INSURANCE

#### Indemnity

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

#### Insurance

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



#### Workers compensation

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

#### Personal optional protection

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

#### Evidence of coverage

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

### 10 FORCE MAJEURE

#### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

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

#### Consequence of Event of Force Majeure

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

#### Duties of Affected Party

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

### 11 DEFAULT AND TERMINATION

#### Definitions relating to default and termination

##### 11.1 In this section and sections 11.2 to 11.4:

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

#### Province's options on default

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

#### Delay not a waiver

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

#### Province's right to terminate other than for default

- 11.4A 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.
- 11.4B The Contractor may terminate this Agreement for any reason by giving at least 30 days' written notice of termination to the Province.

#### Payment consequences of termination

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

- (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.

11.5B If the Contractor terminates this Agreement under section 11.4B, provided the Province has not taken action under as described in section 11.2, 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.

#### Discharge of liability

11.6 The payment by the Province of the amount described in section 11.5A(a) or 11.5(B) 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, 11.5A, 11.5B, 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 3 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

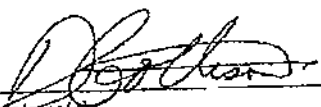
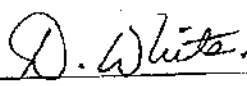
#### 14.1 In this Agreement:

- (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>15<sup>TH</sup></u> day of August, 2011 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>D. COLLISON</u> _____ Print Name(s)</p> <p><u>PRESIDENT</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>15<sup>TH</sup></u> day of August, 2011 on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>DON WHITE</u> _____ Print Name</p> <p><u>Executive Director</u> _____ Print Title</p>
--	--

## Schedule A – Services

### PART 1. TERM:

- 1.1 The term of this Agreement commences on July 1, 2011 and ends on June 30, 2012.

### PART 2. SERVICES:

- 2.1 The Contractor will provide services as the Administrator of the NWPTA, as outlined in this Schedule A.

#### Background

- 2.2 The Contractor acknowledges that the NWPTA Parties established the Management Board and that the Management Board will provide direction, via the Province, to the Administrator on the functions of the Administrator.

#### Services

- 3.1 The Contractor agrees to provide the following Services:

- (a) administering the dispute resolution and bid protest processes and procedures in an objective and impartial manner in accordance with the NWPTA (and, for any disputes or protests originating prior to the NWPTA, in accordance with the Trade, Investment and Labour Mobility Agreement);
- (b) providing all necessary administrative support related to the establishment of panels described in Article 26(2) of the NWPTA, and panel proceedings (including the holding of the panel hearings) as described in Article 27 of the NWPTA;
- (c) providing coordination and support, if and when requested in writing by applicable NWPTA Parties, to Ministerial Committee meetings (as may occur in accordance with Articles 17 and 18 of the NWPTA);
- (d) providing administrative, technical and decision support services to the management of working groups under the NWPTA on behalf of the NWPTA Parties;
- (e) providing effective management and leadership of the resources of the Administrator;
- (f) certifying monetary awards or any award of costs under Part IV of the NWPTA; and
- (g) preparing an annual report at the end of the Term.

- 3.2 If the Contractor is also appointed administrator under the Procurement Protest Mechanism as contemplated under Article 14 of the NWPTA, then the Contractor will be responsible for certifying recoupment awards, cost awards and monetary awards that may be issued by arbiters.



3.3 The Contractor will use the following form of certification for all monetary awards:

Form of Certification of Monetary Award

*[At the end of a copy of a monetary award, the NWPTA Administrator will add the following certification]*

I, William David Collisson, the NWPTA Administrator, certify that I have compared this document with the original monetary award dated the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, and certify that it is a true copy thereof.

Signed in \_\_\_\_\_ (City), in \_\_\_\_\_ (Province) on \_\_\_\_\_ (date of signing).

\_\_\_\_\_  
NWPTA Administrator

**PART 3. KEY PERSONNEL:**

14.1 The Key Personnel of the Contractor are as follows:

William David Collisson

## Schedule B – Fees and Expenses

### 1. Fees:

Fees will be based on an hourly rate of \$125.00 per hour for those hours of the Term (and in proportioned amount of the hourly rate or part hour) during which the Contractor is engaged in the fulfillment of their obligations under this Agreement. Fees are based on a maximum of 120 hours per month to a maximum of 1200 hours per year. However, the Province may provide written approval to the contractor to exceed these maximum hours per month and/or per year based on fees at the rate. Fees cannot be claimed for time spent travelling unless prior approval is provided by the Deputy Minister or delegate. In no event will the Fees exceed \$120,000.

### 2. Expenses:

The following expenses not exceeding \$50,000 in the aggregate will be paid to the Contractor provided the same are supported, where appropriate, by proper invoices/receipts and are, in the opinion of the Deputy Minister or delegate, necessarily incurred by the Contractor in the fulfillment of their obligations under this agreement. The Province may provide written approval to the Contractor to exceed this maximum amount if necessary to fulfill the obligations of the Agreement.

(a) travel, accommodation and meal expenses for travel greater than 32 kilometres away from Victoria, British Columbia on the same basis as we pay our Group 2 employees when they are on travel status; and

(b) your actual long distance telephone, fax, postage, courier and other identifiable communication expenses; and

(c) IM/IT costs for services associated with the NWPTA website incurred by the Contractor will be reimbursed based on actual costs supported by invoices; and

(d) photocopying and printing expenses can only be claimed when required for fulfilling the obligations under this Agreement and at the rate of \$0.10 per page for in-office photocopying and printing unless prior approval to exceed such maximum has been obtained by the Contractor from the Deputy Minister or delegate. The Contractor is required to use commercial printing services where cost effective and expenses will be supported by invoices/receipts; and

(e) all panel hearing logistical costs incurred by the Contractor associated with booking and operating panel hearings including: reservation and booking of hearing rooms and breakout rooms, audio-visual equipment rental, panel member per diem costs and travel expenses, panel expert per diem costs and travel expenses, and all other costs related to the planning and operation of NWPTA/TILMA panel hearings. Such expenses are to be supported by invoices/receipts.

### 3. Maximum Amount Payable:

\$170,000 is the maximum amount of fees and expenses which we must pay to you under sections 1 and 2 of this Schedule.

### 4. Statement of Account:

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

- (a) your legal name and address;
- (b) the date of the statement and the month to which the statement pertains;
- (c) your calculation of all fees claimed for the month, including a declaration by you of all hours worked during the month for which you claim fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by you for the month with invoices/receipts attached, if applicable;
- (e) a description of this Agreement;
- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by us.

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 and expenses claimed in the statement if they are in accordance with this Schedule.

6. Approvals:

Where approval by the Deputy Minister or delegate is required, the Province will make every effort to inform the Contractor within 72 hours after the request has been received whether approval has been granted. If it is not possible to receive approval within 72 hours, the Province will inform the Contractor of when they can expect the request to be reviewed.

**Schedule C – Approved Subcontractor(s)**

Not applicable.

#### 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);
- (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*;
- (e) "Sensitive Information" means
  - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
  - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
  - (i) the Contractor or a subcontractor if an individual, or
  - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

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

### Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services.

### Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
- (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.

6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

#### Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:

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

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

#### Sensitive Information access control

9. The Contractor must:

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

#### Integrity of Information

10. The Contractor must:

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

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

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

#### Documentation of changes to processes

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

### Notice of security breaches

13. If Contractor becomes aware that:

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

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

### Review of security breaches

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

### Retention of Records

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

### Storage of Records

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

### Audit

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

- (a) any Records in the possession of the Contractor containing Information relating to the Services provided under this Agreement; 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**

Not applicable.

**Hall, Jane M CSCD:EX**

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**From:** Gensey, Guy MEM:EX  
**Sent:** Friday, August 12, 2011 1:19 PM  
**To:** Cockburn, Derek P CSCD:EX  
**Subject:** RE: NWPTA Administrator Agreement

Thx.

---

**From:** Cockburn, Derek P CSCD:EX  
**Sent:** Friday, August 12, 2011 1:19 PM  
**To:** Gensey, Guy JTI:EX  
**Subject:** RE: NWPTA Administrator Agreement

Yes

---

**From:** Gensey, Guy JTI:EX  
**Sent:** Friday, August 12, 2011 1:19 PM  
**To:** Cockburn, Derek P CSCD:EX  
**Subject:** RE: NWPTA Administrator Agreement

You're OK that this be signed now by Dave and Don (Acting ADM)?  
Guy

---

**From:** Cockburn, Derek P CSCD:EX  
**Sent:** Friday, August 12, 2011 1:18 PM  
**To:** Gensey, Guy JTI:EX  
**Subject:** RE: NWPTA Administrator Agreement

Guy,

That is reasonable. As you stated, our only real rule is that we can surpass \$170,000 in total.

Derek

---

**From:** Gensey, Guy JTI:EX  
**Sent:** Friday, August 12, 2011 1:16 PM  
**To:** Cockburn, Derek P CSCD:EX  
**Subject:** RE: NWPTA Administrator Agreement

s.13

Guy

---

**From:** Cockburn, Derek P CSCD:EX  
**Sent:** Friday, August 12, 2011 12:51 PM  
**To:** Gensey, Guy JTI:EX  
**Subject:** RE: NWPTA Administrator Agreement



Guy,

s.13

Derek

---

**From:** Gensey, Guy JTI:EX  
**Sent:** Thursday, August 11, 2011 2:23 PM  
**To:** Cockburn, Derek P CSCD:EX; Knoblauch, Lauren AG:EX  
**Cc:** Carnaghan, Matthew JTI:EX; Marshall, Tina CSCD:EX  
**Subject:** RE: NWPTA Administrator Agreement

Hi Derek: answers to your questions:

s.13

Guy

---

**From:** Cockburn, Derek P CSCD:EX  
**Sent:** Thursday, August 11, 2011 12:27 PM  
**To:** Gensey, Guy JTI:EX; Knoblauch, Lauren AG:EX  
**Cc:** Carnaghan, Matthew JTI:EX; Marshall, Tina CSCD:EX  
**Subject:** Re: NWPTA Administrator Agreement

Guy,

s.13

Derek

---

**From:** Gensey, Guy JTI:EX  
**Sent:** Wednesday, August 10, 2011 04:18 PM

**To:** Cockburn, Derek P CSCD:EX; Knoblauch, Lauren AG:EX  
**Cc:** Carnaghan, Matthew JTI:EX  
**Subject:** NWPTA Administrator Agreement

s.13. s.14

Thanks,

Guy

<<NWPTA Administrator Agreement.doc>>

**Hall, Jane M CSCD:EX**

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**From:** Gensey, Guy MEM:EX  
**Sent:** Thursday, August 11, 2011 10:30 AM  
**To:** Cockburn, Derek P CSCD:EX  
**Cc:** Marshall, Tina CSCD:EX  
**Subject:** RE: NWPTA Administrator Agreement

Thanks.

---

**From:** Cockburn, Derek P CSCD:EX  
**Sent:** Thursday, August 11, 2011 10:25 AM  
**To:** Gensey, Guy JTI:EX  
**Cc:** Marshall, Tina CSCD:EX  
**Subject:** Re: NWPTA Administrator Agreement

I will review this at lunch and provide comments before 1 pm.

Derek

s.14

Page 112 redacted for the following reason:

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s.14

Hall, Jane M CSCD:EX

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**From:** Gensey, Guy MEM:EX  
**Sent:** Thursday, August 11, 2011 10:30 AM  
**To:** 'Dave Collisson'  
**Subject:** RE: NWPTA Administrator Contract

Dave: Will do.

---

**From:** Dave Collisson [<mailto:tilma.secretariat@shaw.ca>]  
**Sent:** Thursday, August 11, 2011 10:26 AM  
**To:** Gensey, Guy JTI:EX  
**Subject:** RE: NWPTA Administrator Agreement

Guy, no problem with the changes. Please advise re date and time re signing. Dave.

Dave Collisson  
TILMA Secretariat  
1511 Winchester Road  
Victoria BC V8N 2B6  
Phone: 778 430 2830  
Fax: 778 430 9985

s.22

Email: [tilma.secretariat@shaw.ca](mailto:tilma.secretariat@shaw.ca)

Pages 114 through 149 redacted for the following reasons:

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s.13

s.14

Hall, Jane M CSCD:EX

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**From:** Gensey, Guy MEM:EX  
**Sent:** Tuesday, August 2, 2011 10:09 AM  
**To:** Cockburn, Derek P CSCD:EX  
**Cc:** Greenwood, Gail JTI:EX  
**Subject:** Dave's Contract

s.14

Regards,  
Guy

Pages 151 through 154 redacted for the following reasons:

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s.14



**Hall, Jane M CSCD:EX**

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**From:** Gensey, Guy MEM:EX  
**Sent:** Thursday, July 7, 2011 3:16 PM  
**To:** Cockburn, Derek P CSCD:EX  
**Subject:** Re: Schedule F Additional Terms June 2011.doc

Sure, thanks.

---

**From:** Cockburn, Derek P CSCD:EX  
**Sent:** Thursday, July 07, 2011 03:14 PM  
**To:** Gensey, Guy JTI:EX  
**Subject:** FW: Schedule F Additional Terms June 2011.doc

Guy,

Do you want me to forward this on to Lauren at LSB?

Derek

---

**From:** Gensey, Guy JTI:EX  
**Sent:** July 7, 2011 3:04 PM  
**To:** Cockburn, Derek P CSCD:EX  
**Subject:** Schedule F Additional Terms June 2011.doc

Hi Derek: thanks for your review. Changes made...

**Hall, Jane M CSCD:EX**

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**From:** Gensey, Guy MEM:EX  
**Sent:** Thursday, July 7, 2011 3:05 PM  
**To:** Cockburn, Derek P CSCD:EX  
**Subject:** Schedule F Additional Terms June 2011.doc

Hi Derek: thanks for your review. Changes made...

s.13

Hall, Jane M CSCD:EX

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**From:** Gensey, Guy MEM:EX  
**Sent:** Thursday, July 7, 2011 1:48 PM  
**To:** Cockburn, Derek P CSCD:EX  
**Cc:** Gensey, Guy MEM:EX  
**Subject:** Schedule F Additional Terms NWPTA Administrator

s.13

Regards,  
Guy

s.13

Pages 158 through 159 redacted for the following reasons:

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s.13

Hall, Jane M CSCD:EX

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**From:** Gensey, Guy MEM:EX  
**Sent:** Tuesday, June 21, 2011 1:27 PM  
**To:** Cockburn, Derek P CSCD:EX  
**Subject:** FW: TILMA Secretariat Contract Extension  
**Attachments:** Schedule F Additional Terms June 2011.doc

Hi Derek: does this all look reasonable to you?

Regards,  
Guy

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**From:** Dave Collisson [<mailto:tilma.secretariat@shaw.ca>]  
**Sent:** Monday, June 20, 2011 1:23 PM  
**To:** Gensey, Guy JTI:EX; 'Lorraine Andras'  
**Subject:** TILMA Secretariat Contract Extension

Guy:

Based on our discussions regarding the contract for the final option year of the TILMA Secretariat contract, the following is my understanding of the commitment of the Parties.

1. The provinces of BC and Alberta, with the addition of the province of Saskatchewan under the NWPTA, wish to exercise the final option under the original TILMA Secretariat contract and change the focus to include the NWPTA. In addition, the Parties wish to change the title of the TILMA Secretariat to NWPTA Administrator.
2. The three Parties have agreed to develop a Work Plan, or series of Work Plans, which will provide sufficient work under the contract on a monthly/quarterly basis to cover the costs of the NWPTA Administrator's office of \$500 per month.
- 3.

s.21

If the above is accurate, I am prepared to sign a revised contract for the period July 1/11 to June 30/2012. If the above is not accurate, I would appreciate your clarification as early as possible.

s.13, s.21

s.13

Dave Collisson  
TILMA Secretariat  
1511 Winchester Road  
Victoria BC V8N 2B6

Phone: 778 430 2830

Fax: 778 430 9985

s.22

Email: [tilma.secretariat@shaw.ca](mailto:tilma.secretariat@shaw.ca)

Pages 162 through 166 redacted for the following reasons:

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s.13