

MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: C16CFFS34895

Requisition No.: 34895

Solicitation No.: RFP#SA-MF4

Commodity Code: AB.AB02

Contractor Information

Supplier Name: Michael MacDougall

Supplier No.: 2607727-001

Telephone No.: s.22

E-mail Address: -

Website: -

Financial Information

Client: 022

Responsibility Centre: 32056

Service Line: 34083

STOB: 6101/6102

Project: 32DM000

Template version: June 25, 2015

Michael MacDougall

TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions	1
	1.1 General.....	1
	1.2 Throughout	2
	1.3 Meaning of “record”	2
2.	Services	2
	2.1 Provision of services	2
	2.2 Term	2
	2.3 Supply of various items.....	2
	2.4 Standard of care	2
	2.5 Standards in relation to persons performing Services	2
	2.6 Instructions by Province	3
	2.7 Confirmation of non-written instructions.....	3
	2.8 Effectiveness of non-written instructions.....	3
	2.9 Applicable Laws	3
3.	Payment	3
	3.1 Fees and expenses	3
	3.2 Statements of accounts.....	3
	3.3 Withholding of amounts	3
	3.4 Appropriation	4
	3.5 Currency	4
	3.6 Non-resident income tax	4
	3.7 Prohibition against committing money	4
	3.8 Refunds of taxes.....	4
4.	Representations and Warranties	4
5.	Privacy, Security and Confidentiality	5
	5.1 Privacy	5
	5.2 Security	5
	5.3 Confidentiality	5
	5.4 Public announcements.....	5
	5.5 Restrictions on promotion.....	5
6.	Material and Intellectual Property	5
	6.1 Access to Material.....	5
	6.2 Ownership and delivery of Material	6
	6.3 Matters respecting intellectual property	6
	6.4 Rights in relation to Incorporated Material	6
	6.5 Right of Province to negotiate license of Final Deliverables	6
7.	Records and Reports	6
	7.1 Work reporting	6
	7.2 Time and expense records.....	7
8.	Audit	7

9.	Indemnity and Insurance	7
9.1	Indemnity	7
9.2	Monetary limitations of indemnity	7
9.3	Exceptions to monetary limitations	7
9.4	Province to notify Contractor of Loss	7
9.5	Third-party intellectual property infringement claims	8
9.6	Insurance	8
9.7	Workers compensation	8
9.8	Personal optional protection	8
9.9	Evidence of coverage	8
10.	Force Majeure	8
10.1	Definitions relating to force majeure	8
10.2	Consequence of Event of Force Majeure	9
10.3	Duties of Affected Party	9
11.	Default and Termination	9
11.1	Definitions relating to default and termination	9
11.2	Province's options on default	9
11.3	Delay not a waiver	9
11.4	Province's right to terminate other than for default	10
11.5	Payment consequences of termination	10
11.6	Discharge of liability	10
11.7	Notice in relation to Events of Default	10
12.	Dispute Resolution	10
12.1	Dispute resolution process	10
12.2	Location of arbitration or mediation	10
12.3	Costs of arbitration or mediation	11
13.	Miscellaneous	11
13.1	Delivery of notices	11
13.2	Change of address or fax number	11
13.3	Assignment	11
13.4	Subcontracting	11
13.5	Waiver	11
13.6	Modifications	11
13.7	Entire agreement	12
13.8	Survival of certain provisions	12
13.9	Schedules	12
13.10	Independent contractor	12
13.11	Personnel not to be employees of Province	12
13.12	Key Personnel	12
13.13	Pertinent Information	12
13.14	Conflict of interest	12
13.15	Time	13
13.16	Conflicts among provisions	13
13.17	Agreement not permit nor fetter	13
13.18	Remainder not affected by invalidity	13
13.19	Further assurances	13
13.20	Additional terms	13
13.21	Governing law	13
14.	Interpretation	13

15.	Execution and Delivery of Agreement	14
	SCHEDULE A – SERVICES	15
	Part 1 - Term	
	Part 2 - Services	
	Part 3 - Related Documentation	
	Part 4 - Key Personnel	
	SCHEDULE B – FEES AND EXPENSES	17
	Part 1 - Maximum Amount Payable	
	Part 2 - Fees	
	Part 3 - Expenses	
	Part 4 - Statements of Account	
	Part 5 - Payments Due	
	SCHEDULE C – APPROVED SUBCONTRACTOR(S).....	18
	SCHEDULE D – INSURANCE	19
	SCHEDULE E – PRIVACY PROTECTION SCHEDULE	20
	SCHEDULE F – ADDITIONAL TERMS.....	24
	Appendix F1 – Contractor’s Undertaking of Confidentiality	
	Appendix F2 – Subcontractor’s Undertaking of Confidentiality	
	Appendix F3 – Contractor’s Conflict of Interest Disclosure	
	Appendix F4 – Subcontractor’s Conflict of Interest Disclosure	
	SCHEDULE G – SECURITY SCHEDULE.....	36
	Appendix G1 – Security screening requirements	
	Appendix G3 – Sensitive Information Access Control	
	Appendix G6 – Sensitive Information	

THIS AGREEMENT is dated for reference the 1st day of March, 2016

BETWEEN:

Michael MacDougall (the "Contractor") with the following specified address and EMAIL:
s.22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Finance (the "Province") with the following specified address and fax number:
1st Floor – 617 Government Street, Victoria, British Columbia, V9W 9V1
Fax: (250) 387-1655

WHEREAS:

- A. The Province issued the Request for Proposals for, among other things, the Services;
- B. The Contractor submitted a proposal in response to the Request for Proposals and was a successful proponent;
- C. The Province wishes to retain the Contractor to provide the Services; and
- D. The Contractor wishes to provide the Services to the Province on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the premises and the covenants, agreements, representations, warranties and payments set out in this Agreement, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of the Province, and the Contractor's, its employee(s)' and/or its Subcontractor(s)' duty to act for the benefit of another party or the Contractor's, its employee(s)' and/or its Subcontractor(s)' interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related;
- (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 Final Deliverables by the Contractor or a Subcontractor;
- (d) "Final Deliverables" means the final versions of the reports, findings, opinions or other materials (including any appendices or other attachments to them) specified or referred to in Schedule A as the "Final Deliverables";
- (e) "Material" means the Produced Material and the Received Material;
- (f) "Organization" means the Her Majesty the Queen in the Right of the Province of British Columbia and its Crown corporations and agencies either jointly or separately as the context requires;

- (g) “Produced Material” means records, software and other material including but not limited to working papers, draft opinions, notes, reports, findings, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material and the Final Deliverables;
- (h) “Request for Proposals” or “RFP” means the Ministry of Finance Request for Proposals Number: #SA – MF4 for Strategic Advisor Services issued on June 25, 2015;
- (i) “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;
- (j) “Services” means the services referenced in Part 2 of Schedule A;
- (k) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (l) “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.

Throughout

- 1.2 Words defined in the schedules (including any appendices or other documents attached to, or incorporated by reference into, those schedules) to this Agreement carry the same meaning throughout this Agreement unless the context otherwise requires.

Meaning of “record”

- 1.3 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 On an as, if and when requested basis, the Contractor agrees provide the Services in accordance with the provisions set out in, or contemplated by, this Agreement.

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws including in particular the *Lobbyist Registration Act* [SBC 2001] ch. 42.

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 or referenced in Schedule B:
- (a) the fees described or referenced in that Schedule;
 - (b) the expenses, if any, described or referenced 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 or referenced 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 or referenced 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 or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, 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 comply with applicable laws;
- (b) as required to perform the Contractor's obligations under this Agreement;
- (c) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (d) if it is information in any Incorporated Material.

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

6.2 The parties agree that:

- (a) the Province exclusively owns all property rights in the Final Deliverables which are not intellectual property rights;
- (b) no proprietary rights, including intellectual property rights, in the Received Material are acquired by the Contractor or Subcontractor as a result of the Received Material being received by the Contractor or Subcontractor from the Province or other owner;

- (c) the Contractor must deliver the Final Deliverables and any Received Material to the Province immediately upon the Province's request;
- (d) except as provided in this Agreement, the Contractor owns all proprietary rights, including intellectual property rights, in the Produced Material other than the Final Deliverables; and
- (e) the Contractor must deliver a copy of the Produced Material, other than the Final Deliverables, to the Province immediately upon request if, in the Province's reasonable opinion, such material may be relevant in respect of a legal proceeding that has been brought against the Province.

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

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

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
- (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

Right of Province to negotiate license of Final Deliverables

6.5 After the end of the Term, the Province in its sole discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Final Deliverables.

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 or the applicable Accepted Proposal 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 Received Material and the Final Deliverables 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 loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense 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, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by
- (a) 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; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
- (a) \$2,000,000 per Loss; and
 - (b) \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from or relating to any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
 - (b) third-party intellectual property rights;
 - (c) a breach of:
 - (i) section 5.1, 5.2, 5.3 or 6.1 of this Agreement;
 - (ii) section 1, 2 or 3 of Schedule F to this Agreement; or
 - (iii) an undertaking in either the Contractor's Undertaking of Confidentiality or a Subcontractor's Undertaking of Confidentiality.

Province to notify Contractor of Loss

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

Third-party intellectual property infringement claims

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
- (a) then, without limiting section 9.1, the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and

- (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

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

Workers compensation

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

Personal optional protection

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

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

Evidence of coverage

9.9 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.7 and 9.8.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement
- (a) for any reason by giving at least 10 days' written notice of termination to the Contractor; or
 - (b) due to information provided in a Supplementary Conflict of Interest Disclosure or a Notice of Conflict of Interest Disclosure by giving written notice of termination to the Contractor.

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of arbitration or mediation

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

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number or email address as 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 mailing address, email 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 or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement

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 or specified in the applicable Accepted Proposal. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations
- fully complies with this Agreement in performing the subcontracted obligations.

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10 of this Agreement, the Undertakings of Confidentiality contemplated by this Agreement, 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 subject to any applicable limitation period prescribed by law, 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 such as all Statements of Work executed pursuant to the Agreement) are part of this Agreement.

Independent contractor

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

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

- 13.13 The Province may 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 without the Province's prior written consent.

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 or referenced in the attached Schedule F apply to this Agreement.

Governing law

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

14 INTERPRETATION

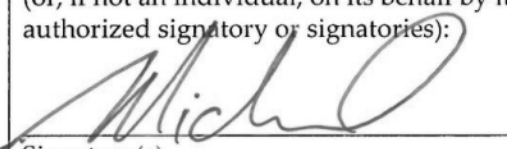
14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

SIGNED on the 1st day of March, 2016 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):  Signature(s) <u>Michael MacDougall</u> Print Name(s) <u>Principal</u> Print Title(s)	SIGNED on the 1st day of March, 2016 on behalf of the Province by its duly authorized representative:  Signature <u>Doug Foster</u> Print Name(s) Assistant Deputy Minister Deputy Minister's Office <u>Ministry of Finance</u> Print Title(s)
--	--

Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on March 1, 2016 and ends on March 1, 2018
2. At the sole discretion of the Province, the initial term in section 1 of this Part 1 may be extended for an additional two-year period ending March 1, 2020.

PART 2. SERVICES:

1. There are no Services or Final Deliverables described in this Schedule A. Pursuant to the RFP #SA – MF4, the Ministry of Finance described a process by which the Contractor is selected to be available to provide Services and produce the Final Deliverables on an “if, as and when requested” basis to the Province. Such Services may include a wide-range of ministerial and Cabinet/Treasury Board level strategic and expert advice, analysis and assistance as necessary to plan and manage/lead initiatives. The Services may include those areas described in section A2 of the RFP.
2. If, as and when requested by the Province, the Province may provide invite a Contractor to provide specified Services and supply specified Final Deliverables in accordance with specified terms and conditions (the “Proposal”). The Proposal may take the form of a formal written agreement (a “Statement of Work”), a work assignment letter or a call or e-mail from the Project Lead to provide “ad hoc” Services on short notice.
3. Once the Proposal is accepted by both parties (an “Accepted Proposal”), the Contractor will provide the Services and supply the Final Deliverables and comply with all the terms and conditions described therein.
4. The Contractor acknowledges and agrees that:
 - (a) the execution of this Agreement does not oblige the Province to request any Services or to issue any Proposals; and
 - (b) the Province makes no representations or guarantees that the Contractor will receive any Proposals against this Agreement, and makes no commitments or representations as to the volume or extent of Services that may be requested during the Term; and

PART 3. RELATED DOCUMENTATION:

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

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

3. The following documentation is incorporated by reference into this Schedule A:
 - The RFP
 - The Contractor’s proposal in response to the RFP

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Michael MacDougall
2. The Contractor may request changes to the Key Personnel and, if agreeable to the Province, the parties will execute an amendment detailing such changes.
3. In the event of an approved change to the Key Personnel:
 - (a) the Contractor will ensure that the replacement personnel have equivalent qualifications, expertise and experience as the previous personnel;
 - (b) the Contractor will be responsible for all costs incurred in educating the replacement personnel to the same level of knowledge regarding the Services as the previous personnel; and
 - (c) the parties will jointly develop a transition plan to minimize the impact of the replacement on this Agreement.
4. The Contractor Representative in respect of this Agreement is Michael MacDougall. The Contractor Representative will be the Contractor's principal representative in connection with the senior-level governance and management of this Agreement, be accountable for the overall conduct of the Contractor and Contractor Personnel, work with the Province at a senior planning and management level, have authority to resolve issues that may arise between the Contractor and the Province and, if necessary and applicable, escalate larger issues to a higher authority within the Contractor for resolution. The Contractor Representative is authorized to act for and bind the Contractor in all matters pertaining to the Services and Deliverables. The Contractor will not change the Contractor Representative without the Province's prior written consent, unless the person then designated as the Contractor Representative becomes unavailable for reasons beyond the Contractor's control (such as death, disability or resignation of employment) or has been terminated by the Contractor (and not engaged by the Contractor on a contractor basis).

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: \$ 400,000.00 (CDN) is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described or referenced in section 3.1(c) of this Agreement). Each Accepted Proposal will specify the maximum amount payable thereunder.

2. FEES:

s.21

3. EXPENSES:

Each Accepted Proposal will detail the applicable expenses.

4. STATEMENTS OF ACCOUNT:

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

Statements of Account: In order to obtain payment of any fees and expenses under an Accepted Proposal (each a "Billing Period"), the Contractor must deliver to the Project Lead or Organizational Lead specified in the Accepted Proposal on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Project Lead or Organizational Lead containing:

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

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

Each Accepted Proposal will detail the approved Subcontractors.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Confidentiality and Security

1. Notwithstanding section 5.3(b) of the Agreement [*Confidentiality*] but in addition to section 5.2 of the Agreement [*Security*], the Contractor must not permit its employee(s) or Subcontractor(s) to have access to information in the Material, other than Incorporated Material, or any other information accessed or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement unless the employee(s) or Subcontractor(s) have first entered into a confidentiality agreement with the Contractor to:
 - (a) keep such information confidential and secure on substantially similar terms as those that apply to the Contractor under the Agreement; and
 - (b) support the obligations set out in the Undertakings of Confidentiality and as otherwise contained in or contemplated by the Agreement.
2. In addition to sections 5.2 [*Security*], 5.3 [*Confidentiality*], 6.1 [*Access to Material*] and 6.2(c) [*Ownership and Delivery of Material*] of the Agreement, the Contractor must deliver to the Ministry Lead and/or Finance Lead specified in the applicable Accepted Proposal, a fully completed and signed copy of an “Undertaking of Confidentiality” that covers each and all of the Contractor and its employees, in the form attached as Appendix F1 to this Schedule (or otherwise appended to the applicable Proposal), before starting work under each Accepted Proposal.
3. In addition to sections 5.2 [*Security*], 5.3 [*Confidentiality*], 6.1 [*Access to Material*] and 6.2(c) [*Ownership and Delivery of Material*] of the Agreement, the Contractor must deliver to the Ministry Lead and/or Finance Lead specified in the applicable Accepted Proposal, a fully completed and signed copy of an “Undertaking of Confidentiality” that covers each Subcontractor and its employee(s), in the form attached as Appendix F2 to this Schedule (or otherwise appended to the applicable Proposal) before a Subcontractor starts work under the applicable Accepted Proposal.

Conflict of Interest

4. Without limiting the generality of section 13.14 of the Agreement [*Conflict of Interest*], the Contractor must deliver to the Ministry Lead and/or Finance Lead specified in the applicable Accepted Proposal, a fully completed and signed copy of a “Conflict of Interest Disclosure” that covers each and all of the Contractor and its employees that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix F3 to this Schedule (or otherwise appended to the applicable Accepted Proposal) (the “Contractor’s Conflict of Interest Disclosure”) before starting work under each Accepted Proposal.
5. Without limiting the generality of section 13.14 of the Agreement [*Conflict of Interest*], the Contractor must deliver to the Ministry Lead and/or Finance Lead specified in the applicable Proposal, a fully completed and signed copy of a “Conflict of Interest Disclosure” that covers each Subcontractor and its employee(s) that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix F4 to this Schedule (or otherwise appended to the applicable Accepted Proposal) (the “Subcontractor’s Conflict of Interest Disclosure”) before the Subcontractor starts work under each Accepted Proposal.
6. If, at any time following the signing of the Contractor’s Conflict of Interest Disclosure or a Subcontractor’s Conflict of Interest Disclosure, there are changes to the information given therein by the Contractor or the Subcontractor regarding a Conflict of Interest, either by way or addition or deletion, the Contractor shall immediately:
 - (a) file with the Ministry Lead and/or Finance Lead specified in the applicable Accepted Proposal, a supplementary disclosure statement describing such change on behalf of itself and its employees and Subcontractor(s) involved in providing the Services for or on behalf of the Contractor, as applicable (a “Supplementary Conflict of Interest Disclosure”); and
 - (b) cause the applicable employee(s) or Subcontractor(s) to provide the Ministry Lead and/or Finance Lead specified in the applicable Accepted Proposal with immediate written notice of the change (a “Notice of Conflict of Interest Disclosure”).

7. The Contractor must not permit its employee(s) or Subcontractor(s) to commence work under any Accepted Proposal unless the employee(s) or Subcontractor(s) have first entered into an agreement with the Contractor to support the Conflict of Interest-related obligations set out in the Agreement.

Legal Advice

8. Despite section 13.10 of the Agreement [*Independent Contractor*], the Contractor and its Key Personnel are agents of the Province for the limited purposes of obtaining access to, or information about, legal advice that the Province has otherwise obtained.

Insurance

9. Despite section 9.6 of the Agreement [*Insurance*], the parties agree that the following applies:
Unless otherwise specified in an Accepted Proposal, the Contractor must comply with the Insurance Schedule attached as Schedule D.

Personal Option Protection

10. Despite section 9.8 of the Agreement [*Personal Optional Protection*], the parties agree that the following applies.

Personal optional protection

If specified in an Accepted Proposal, 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.

Reliance and Survival

11. Sections 1 – 7 of this Schedule do not limit, in any way, the Contractor's responsibility to supervise its employee(s) and Subcontractor(s) under the Agreement.
12. All representations, warranties, covenants and agreements made in this Agreement and all certificates and other documents delivered by or on behalf of the Contractor are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.
13. All statements contained in any certificate or other document delivered by or on behalf of the Contractor to the Province under this Agreement or in connection with any transactions contemplated herein will be deemed to be representations and warranties by the Contractor under this Agreement.
14. The provisions in sections 12 and 13 of this Schedule will continue in full force and effect notwithstanding the fulfillment by the Contractor of any or all of its obligations under this Agreement or the payment by the Province to the Contractor of any or all of the monies that the Province becomes liable to pay to the Contractor pursuant to this Agreement.
15. The provisions in sections 9 and 10 of this Schedule are intended to survive the completion of the Services or termination of this Agreement will continue in force indefinitely, even after this Agreement ends.

Schedule F – Appendix F1 – Contractor’s Undertaking of Confidentiality
(to be completed with each statement of work)

Contractor: _____

Accepted Proposal: _____

1. In consideration of its role as special advisor to the Province, the Contractor undertakes on behalf of itself and its employees to treat as confidential and not disclose, refer to, or permit to be disclosed, at any time, information they produce for or obtain from the Organization or its clients, the Executive Council of British Columbia (“Cabinet”), a member of Cabinet, a Committee of Cabinet (“Cabinet Committee”) or an advisor to any such party (verbally, electronically or in writing), in relation to or resulting from this Accepted Proposal, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Organization;
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that they have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that they become aware of by virtue of this Proposal;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that they become aware of by virtue of this Accepted Proposal; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
 - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
 - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor’s obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat as confidential:
 - (a) any legal advice the Contractor and/or its Key Personnel receives on behalf of the Province under this Proposal other than to communicate it to authorized officials of the Province, and
 - (b) any legal advice otherwise obtained by the Province that the Contractor and/or its Key Personnel become aware of or is provided access to in connection with this Proposal,and will not:
 - (a) permit its disclosure, use or reference without the Province’s prior written consent except as required to comply with applicable laws; or
 - (b) do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.

4. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat any Sensitive Information (other than information that may be subject to solicitor-client privilege that is addressed in the preceding section) that the Contractor and/or its Key Personnel receive or produce in connection with this Accepted Proposal as confidential and will not permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws.
5. For greater certainty, the Contractor acknowledges that the exceptions set out in subsections 5.3(b) and (c) of the Agreement and sections 2(b) and (c) of this Undertaking do not apply to section 3 or 4 of this Undertaking.
6. The Contractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1, 3 or 4 above for any other purpose other than those expressly provided for under this Accepted Proposal.
7. The Contractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of this Accepted Proposal, including all copies, derivatives, reports and analysis containing such information.
8. The Contractor undertakes to cause its employee(s) and Subcontractor(s), upon request of the Province, to return to the Province or its designate all information received as a result of this Accepted Proposal, including all copies, derivatives, reports and analysis containing such information.
9. The Contractor undertakes on behalf of itself and its employees that it will immediately notify the Ministry Lead or Finance Lead specified in this Accepted Proposal, if it or any of its employee(s) or Subcontractor(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking and/or the Agreement.
10. The Contractor undertakes to cause its employee(s) and Subcontractor(s) to immediately notify the Ministry Lead or Finance Lead specified in this Accepted Proposal, if they receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, any of its employee(s) or Subcontractor(s) become aware of a disclosure of information contrary to this Undertaking and/or the Agreement.

SIGNED on the ____ day of _____, 201__ by the Contractor's authorized signatory or signatories:

Signature(s)

Print Name(s)

Print Title(s)

**Schedule F – Appendix F2 – Subcontractor’s Undertaking of Confidentiality
(to be completed with each statement of work)**

Subcontractor: _____

Contractor’s Accepted Proposal: _____

1. In consideration of my role as a subcontractor to _____ (the “Contractor”), I _____ (the “Subcontractor”) undertake on behalf of myself and my employee(s) to treat as confidential and not disclose, refer to or permit to be disclosed, at any time, information that I or my employee(s) produce for, or obtain from, the Contractor, Her Majesty the Queen in the Right of the Province of British Columbia (the “Province”), its Crown corporations, agencies or clients, the Executive Council of British Columbia (“Cabinet”), a member of Cabinet, a Committee of the Cabinet, or an advisor to any such party (verbally, electronically or in writing) in relation to or resulting from Accepted Proposal _____, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Province, its Crown corporations and agencies (collectively or separately as the context requires, the “Organization”);
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that I and/or my employee(s) have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that I and/or my employee(s) become aware of by virtue of Accepted Proposal ____;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that I and/or my employee(s) become aware of by virtue of Accepted Proposal ____; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 1. the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
 2. the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
 3. the disclosure is to staff of the Province or otherwise required to perform the Contractor’s obligations under this Agreement; or
 4. the disclosure is required to comply with applicable laws.
3. The Subcontractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1 above for any other purpose other than those expressly provided for under Accepted Proposal ____.
4. The Subcontractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of Accepted Proposal _____, including all copies, derivatives, reports and analysis containing such information.

5. The Subcontractor undertakes on behalf of itself and its employees that it will immediately notify the Ministry Lead and/or Finance Lead specified in Accepted Proposal ____, if it or any of its employee(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking.

SIGNED on the ____ day of _____, 201__ by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Signature(s)

Print Name(s)

Print Title(s)

Schedule F – Appendix F3 – Contractor’s Conflict of Interest Disclosure
(to be completed with each statement of work)

Contractor: _____

Accepted Proposal: _____

Definition: “Conflict of Interest” means an actual, perceived or potential inconsistency between the Contractor’s obligation and duty to act for the benefit of the Province, and the Contractor’s, its employee(s)’ and/or its Subcontractor(s)’ duty to act for the benefit of another party or the Contractor’s, its employee(s)’ and/or its Subcontractor(s)’ interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- interest in business enterprises or professional practices;
- share ownership;
- beneficial interest in trusts;
- professional or personal association with the Province;
- professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province’s interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person’s duties to, or in respect of, the Province.

The Contractor has reviewed this Accepted Proposal and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Contractor hereby declares on behalf of itself and its employee(s) (collectively “we” or “our”), that it has disclosed any Conflicts of Interest that currently exist in respect of this Accepted Proposal in the space afforded below.

1. A direct or indirect conflict with my/our duties to the Province under this Accepted Proposal may arise because (please indicate if non-applicable):
 - a) I/We, or my/our Associates¹, hold the following offices (appointed or elected):
[CONTRACTOR TO COMPLETE]
 - b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):
[CONTRACTOR TO COMPLETE]
 - c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.
[CONTRACTOR TO COMPLETE]

¹ “Associate” of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

- d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

[CONTRACTOR TO COMPLETE]

- e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

[CONTRACTOR TO COMPLETE]

- f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

[CONTRACTOR TO COMPLETE]

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

[CONTRACTOR TO COMPLETE]

3. A Conflict of Interest with my/our duties to the Province under this Accepted Proposal may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):

[CONTRACTOR TO COMPLETE]

4. The following is a list of each Subsidiary² or Affiliate³ of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
CONTRACTOR TO COMPLETE IF RELEVANT		

² For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

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

³ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Accepted Proposal:

[CONTRACTOR TO COMPLETE]

Signed this _____ day of _____, 20____.

(authorized signatory)

Schedule F – Appendix F4 – Subcontractor’s Conflict of Interest Disclosure
(to be completed with each statement of work)

Subcontractor: _____

Contractor’s Accepted Proposal: _____

Definition: “Conflict of Interest” means an actual, perceived or potential inconsistency between the Contractor’s obligation and duty to act for the benefit of Her Majesty the Queen in the Right of the Province of British Columbia (the “Province”), and the Contractor’s, its employees’ and/or its Subcontractor’s duty to act for the benefit of another party or the Contractor’s, its employees’ and/or its Subcontractor’s interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- interest in business enterprises or professional practices;
- share ownership;
- beneficial interest in trusts;
- professional or personal association with the Province;
- professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province’s interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person’s duties to, or in respect of, the Province.

_____ (the “Subcontractor” or “I”) has reviewed Accepted Proposal ____ and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Subcontractor hereby declares on behalf of itself and its employee(s) (collectively “we” or “our”), that it has disclosed any Conflicts of Interest that currently exist in respect of Accepted Proposal __ in the space afforded below.

1. A direct or indirect conflict with _____ (the “Contractor’s”) duties to the Province under Accepted Proposal ____ may arise because (please indicate if non-applicable):

a) I/We, or my/our Associates¹, hold the following offices (appointed or elected):

[SUBCONTRACTOR TO COMPLETE]

b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

[SUBCONTRACTOR TO COMPLETE]

c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.

[SUBCONTRACTOR TO COMPLETE]

¹ “Associate” of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

- d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

[SUBCONTRACTOR TO COMPLETE]

- e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

[SUBCONTRACTOR TO COMPLETE]

- f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

[SUBCONTRACTOR TO COMPLETE]

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

[SUBCONTRACTOR TO COMPLETE]

3. A Conflict of Interest with the Contractor's duties to the Province under Accepted Proposal ____ may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):

[SUBCONTRACTOR TO COMPLETE]

4. The following is a list of each Subsidiary⁵ or Affiliate⁶ of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
SUBCONTRACTOR TO COMPLETE IF RELEVANT		

² For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

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

³ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)'/our ability to exercise judgment with a view to the best interests of the Province under this Accepted Proposal.

[SUBCONTRACTOR TO COMPLETE]

SIGNED on the ____ day of _____, 201__ by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Signature(s)

Print Name(s)

Print Title(s)

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 hereto or a Accepted Proposal; and
 - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and

- (b) other matters specified by the Province in writing for the purposes of this section.
- 6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

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

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

Sensitive Information access control

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

Integrity of Information

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

Documentation of changes to processes

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

Notice of security breaches

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

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

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

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

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

Termination of Agreement

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

Interpretation

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

SCHEDULE G – Appendix G1 – Security screening requirements

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

Verification of name, date of birth and address

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

Primary Identification	Secondary Identification
Issued by ICBC: • B.C. driver’s licence or learner’s licence (must have photo) • B.C. Identification (BCID) card Issued by provincial or territorial government: • Canadian birth certificate Issued by Government of Canada: • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• School ID card (student card) • Bank card (only if holder’s name is on card) • Credit card (only if holder’s name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver’s licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner’s signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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

Criminal history check

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

SCHEDULE G – Appendix G3 – Sensitive Information Access Control

Storage

1. The Contractor must segregate any record containing Sensitive Information from other records in a manner that clearly identifies the Accepted Proposal to which they relate or in relation to which they were provided.
2. The Contractor must keep documents containing Sensitive Information in a separate binder that is clearly marked "Confidential Documents – Do not disclose without the Province of British Columbia's prior written consent".
3. The Contractor will not copy or scan hard copies of records containing Sensitive Information.
4. The Contractor will not leave records containing Sensitive Information unattended unless locked in secure storage.
5. The Contractor must ensure records containing Sensitive Information are not disclosed, accessed from, or stored (including on any portable computing device or third party data storage service) outside Canada without the Province's prior written consent, except as may be in a written direction under the Privacy Protection Schedule if applicable.

Production of Sensitive Information under an Accepted Proposal

6. If the Contractor is leading or assisting in the production of records containing Sensitive Information, the Contractor must:
 - (a) clearly mark each draft with its draft number;
 - (b) retain substantive draft versions of the records but destroy, by shredding, duplicate and non-substantive previous drafts and copies of the records that have been superseded by new drafts or copies, daily;
 - (c) ensure that unattended computers and electronic devices are logged off or locked when working on records that contain Sensitive Information on computers and/or electronic devices; and
 - (d) ensure that such records contain Sensitive Information on portable storage devices are password protected.

Record Retention

7. If the Contractor must transmit a record containing Sensitive Information, the Contractor must:
 - (a) deliver the record to the recipient by hand if practicable;
 - (b) not use email to convey the record;
 - (c) avoid the use of a fax machine if reasonably possible. If transmission by fax machine is absolutely necessary, the Contractor must:
 - i. use an encrypted machine;
 - ii. use a fax cover sheet that:
 - states the name, position, and telephone number of both the recipient and the sender;
 - indicate the security category of the document to follow;
 - indicates that if the fax is received in error, the recipient should notify the sender, destroy the material in a secure manner, and confirm the destruction of the material to the sender; and
 - iii. ensure that both the sender and receiver stand by the machines until the transmission is completed; and

- (d) use the following double envelope system when transmitting a record by courier or messenger:
 - i. label the outer envelope with the name and address of the individual for whom it is intended. Do not mark the outer envelope with security information.
 - ii. label the inner envelope with "Confidential – Sensitive Information" and seal the inner envelope with tamper proof tape.

Dealing with Sensitive Information at the End of each Accepted Proposal

- 8. The Contractor must transmit all records containing Sensitive Information to the Province at the end of the term of the Accepted Proposal in relation to which they were provided or produced.
- 9. The Contractor must destroy, by shredding, all notes or work product making reference to the Sensitive Information that is transmitted to the Province.
- 10. The Contractor must delete all electronic copies of records containing Sensitive Information from computers, portable storage devices, and any other electronic devices.

SCHEDULE G – Appendix G6 – Sensitive Information

In addition to the information described in section 1(e)(i) of this Schedule, the following information is specified as “Sensitive Information” for the purposes of this Schedule:

1. information relating to the Provincial budget that is not otherwise publicly available;
2. Cabinet and Cabinet Committee submissions both draft, final and signed versions;
3. agenda, minutes, records of decision, decision letters of Cabinet and Cabinet Committees;
4. Orders in Council (“OIC”) before their release and OIC background material;
5. Legislative and regulatory proposals, requests for legislation and draft legislation and regulations;
6. financial impact assessments;
7. Treasury Board Staff briefing notes;
8. memoranda associated with confidential work for Cabinet;
9. other material that may be safeguarded because it is for the use of Cabinet in its deliberations, or would divulge Cabinet deliberations (e.g., speech drafts and communications strategies related to Cabinet and Treasury Board submissions, briefing notes on policy and financial matters associated with Cabinet deliberations, and the findings of polls, surveys or other studies on matters which may be subject to Cabinet consideration);
10. information that may be subject to solicitor-client privilege; and
11. other information that is referred to, or contained in a record referred to, in Part 2, Division 2 of the *Freedom of Information and Protection of Privacy Act*.