

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.: ATCSB17JCW19</i> <i>Requisition No.: _____</i> <i>Solicitation No. (if applicable): _____</i> <i>Commodity Code: _____</i> Contractor Information <i>Supplier Name: JC WORDASSIST LTD.</i> <i>Supplier No.: _____</i> <i>Telephone No.: 1-888-811-9882</i> <i>E-mail Address: joanne@jcword.com</i> <i>Website: _____</i>	Financial Information <i>Client:</i> 105 <i>Responsibility Centre:</i> 15235 <i>Service Line:</i> 10710 <i>STOB:</i> 6043 <i>Project:</i> 1500000

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SCHEDULE A – SERVICES

Part 1 - Term

Part 2 - Services

SCHEDULE B – FEES AND EXPENSES

Part 1 - Maximum Amount Payable

Part 2 - Fees

Part 3 - Expenses

Part 4 - Statements of Account

Part 5 - Payments Due

SCHEDULE C – Not Applicable

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – Not Applicable

THIS AGREEMENT is dated for reference the 27th day of June 2016

BETWEEN:

JC WordAssist Ltd. (the "Contractor") with the following specified address and phone number:
111 Skinner Street
Nanaimo, BC V9R 5E8
1-888-811-9882

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the
Ministry of Justice (the "Province") with the following specified address:
Court Services Branch
6th Floor, 850 Burdett Avenue
PO Box 9249 STN PROV GOV
Victoria, BC V8W 9J2

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

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

5.3.1 The Contractor must ensure that all persons it employs or retains as Subcontractors to provide the Services have signed a confidentiality agreement in the form set out in Schedule F.

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

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

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

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

Change of address or fax number

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

Assignment

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

Subcontracting

13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:

- (a) any person retained by the Contractor to perform obligations under this Agreement; and
- (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

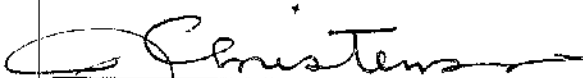
- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:


SIGNED on the 14 day of
JULY, 2016 by the
Contractor (or, if not an individual,
on its behalf by its authorized
signatory or signatories):


Signature(s)

JOANNA CHRISTENSEN
Print Name(s)

PRESIDENT
Print Title(s)

SIGNED on the 11 day of
August, 2016 on behalf of the
Province
by its duly authorized representative:


Signature

BRENDA MULLER
Print Name

EXEC. DIRECTOR, CORPORATE SUPPORT
Print Title

Schedule A – Services

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.

PART 1. TERM:

- 1.1 Subject to section 1.2 of this Part 1, the term of this Agreement commences on October 1, 2016 and ends on September 30, 2017.

PART 2. SERVICES:

- 2.1 In this Agreement and the Schedules, unless the context otherwise requires:

- (a) "Authorized Reporter" means a person who is authorized by the Ministry under the Official Reporters Regulation to the *Court Rules Act* and may be retained to attend a Proceeding for the purpose of producing an accurate record of the Proceeding or part thereof;
- (b) "Court of Appeal" means the British Columbia Court of Appeal;
- (c) "Court Registry" means the registry at which the Proceeding which is the subject of a Transcript order was heard;
- (d) "Daily Transcript" means a transcript required to be prepared in any requested format and made available to the ordering party by 9:00 a.m. on the Business Day following the date the transcript was requested, provided the order was placed with the registry before 4:00 p.m.;
- (e) "Delayed Transcript" means a transcript required to be prepared in any requested format and made available to the ordering party more than 22 business days from the date on which the transcript was ordered and on a date agreeable to the ordering party;
- (f) "Digital Audio Recording" means a digitally stored audio recording;
- (g) "Digital Storage Device" means a Compact Disc (CD), Digital Versatile Disc (DVD), Mobile USB, Electronic File Server or any other form of digital storage device as designated by the Ministry;
- (h) "Expedited Transcript" means a transcript required to be prepared in any requested format and made available to the ordering party by the third Business Day after the date on which it was ordered;
- (i) "Finalization and Distribution of Oral Transcription Request Form" means the form to be used when ordering Supreme Court Oral Reasons for Judgment;
- (j) "First Party Order" means the first order placed by any person for a Transcript or portion of a Transcript (paper copy, electronic or both);
- (k) "Judicial Records Access Policies" means
 - a. the Supreme Court Judicial Records Access Policy located at http://www.courts.gov.bc.ca/supreme_court/media/BCSC%20Court%20Record%20Access%20Policy%20-%20March%209.%202011.pdf and
 - b. the Provincial Court Judicial Records Access Policy located at <http://www.provincialcourt.bc.ca/downloads/pdf/Media%20Policy%20Regarding%20Public%20and%20Media%20Access.pdf>;
- (l) "Ministry" means the Ministry of Attorney General;
- (m) "Official Transcript" means a transcript which has been filed in and certified by the Court Registry as the official transcript in respect of a Proceeding;
- (n) "Ordinary Transcript" means a transcript that is not ordered as an Expedited, Daily or Delayed Transcript and is required to be prepared in any requested format and made available as follows:
 - i. where it is a transcript of oral reasons for judgment, sentencing, a ruling, or a charge to the jury, delivered to the judicial officer for editing within five (5) Business Days after the transcript is ordered;
 - ii. where it is a transcript or transcript extract for appeal purposes, delivered to the ordering party within sixty (60) days after bringing the appeal, unless further extensions are granted by the Court of Appeal;
 - iii. where it is a transcript of a hearing under the *Interjurisdictional Support Order Act*, or other reciprocal maintenance hearings, delivered to the ordering party within fourteen (14) Business Days after the transcript is ordered;
 - iv. where it is a transcript of a preliminary inquiry, delivered to the ordering party within twenty two (22) Business Days after the transcript is ordered; or

- v. in any other case, delivered to the ordering party within twenty two (22) Business Days after the transcript is ordered;
- (o) "Proceeding" means an action, suit, case, matter, appeal or originating application, whether civil or criminal, heard before the Supreme Court or the Provincial Court;
- (p) "Provincial Court" means the Provincial Court of British Columbia;
- (q) "Second Party Order" means the second or subsequent order placed by any person for a Transcript or portion of a Transcript (paper copy, electronic or both) where the Transcript has already been produced or is in the process of being produced by the Contractor, another transcription firm or an Authorized Reporter;
- (r) "Service Area" means the area in which the Contractor has been retained to provide the Services;
- (s) "Supreme Court" means the Supreme Court of British Columbia;
- (t) "Transcriber" means the individual who prepares the Transcript on behalf of the Contractor and includes a Sub-Contractor or employee of the Contractor, as the case may be;
- (u) "Transcript" means the Transcript produced and distributed pursuant to this Schedule and includes Ordinary Transcripts, Delayed Transcripts, Expedited Transcripts, and Daily Transcripts;
- (v) "Transcription Manual" means the British Columbia Courts Transcription Manual located at http://www.ag.gov.bc.ca/courts/other/transcription/contractor/court_transcription_manual.pdf, as amended from time to time by the Ministry;
- (w) "Transcript Order Form" means the form provided by the Ministry to be used to order Transcripts from the Ministry, as amended from time to time.

GENERAL

- 3.1 The Contractor acknowledges that there is no guaranteed volume of Transcripts under this Agreement, and that the volume of requests for Transcripts may not remain constant.
- 3.2 The Contractor will have the right, exclusive of any other transcription firm, to preparation of Transcripts of Proceedings within the Service Area.
- 3.3 The Contractor will provide the Services in service area(s) **Vancouver Island Region Areas 1.0, 2.0; North Fraser District, Supreme Court (Area 4.0), Vancouver Coastal Areas 5.0, 5.1, 6.0, 6.1; Interior Region Areas 7.0, 8.0; and North Region Area 9.0.**
- 3.4 The Contractor acknowledges that the Court Registry may refuse to certify a Transcript or portions of a Transcript as the Official Transcript where that Transcript or portions thereof do not meet the standards set out in this Schedule, including the Transcription Manual, applicable legislation and law.

THE MINISTRY

- 4.1 The Ministry will provide the Contractor's contact information to individuals who wish to order Transcripts of Proceedings.
- 4.2 If an Authorized Reporter has been retained by any of the parties to a Proceeding, the Ministry reserves the right to obtain Transcripts from that Authorized Reporter.
- 4.3 Despite section 3.2 of this Schedule, the Ministry reserves the right to:
 - a. in limited circumstances (such as pursuant to a judicial order), and at its sole discretion, provide copies of Transcripts prepared by the Contractor to other persons;
 - b. retain the services of another Contractor where the Ministry determines, in its sole discretion, that circumstances require it; and
 - c. retain the services of an Authorized Reporter for creating a Transcript in respect of Supreme Court civil proceedings.

TRANSCRIPT ORDERS

- 5.1 The provisions in sections 5.2 to 5.13 apply to Transcripts requested by and created for any person, including a person who is not a party to this Agreement.
- 5.2 When requesting access to a Digital Audio Recording, the Contractor must ensure that the ordering party is authorized to obtain the Transcript in accordance with Judicial Records Access Policies and the applicable law.

- 5.3 The Contractor must not provide a Transcript to an ordering party, unless the Contractor has determined that the ordering party is authorized to obtain the Transcript in accordance with Judicial Records Access Policies and the applicable law.
- 5.4 Unless otherwise instructed by the Court Registry, the Contractor must inform an ordering party if a First Party Order has been received for the requested Transcript.
- 5.5 Unless an Authorized Reporter has attended the Proceedings that are the subject of an order for Transcripts, upon request, the Contractor must prepare English Language Transcripts in accordance with the Transcription Manual, applicable legislation, law, and Rules of Court and in accordance with the terms and conditions of this Agreement.
- 5.6 Subject to section 5.2, on receiving an order for a Transcript, the Contractor must:
 - a. check its database to ensure that the Transcript ordered has not already been prepared in full or in part;
 - b. order Transcripts using the appropriate order form;
 - c. confirm the Transcript delivery date with the ordering party;
 - d. inform the ordering party and the manager of the Court Registry of any anticipated delay and any revised delivery date as soon as possible;
 - e. for First Party Orders, request and pick up or access the appropriate Digital Audio Recording, log notes and additional material from the Court Registry;
 - f. if the Contractor is receiving Material from the Court Registry, pick it up in person or via courier;
 - g. prepare and proofread the Transcripts in accordance with the standards set out in the Transcription Manual;
 - h. edit Transcripts, as required by a judge;
 - i. ensure that the Transcriber certifies the Transcripts as "true and accurate";
 - j. copy Transcripts in sufficient numbers and bind them, if requested;
 - k. provide an electronic copy of the Transcript on the requested Digital Storage Device format;
 - l. label any Digital Storage Device according to the standards set out in the Transcription Manual;
 - m. deliver Transcripts within the time limits as specified by the ordering party; and
 - n. deliver the original Transcript to the Court Registry.
- 5.7 Upon completion of the final Transcript, the Contractor must:
 - a. delete any electronic files received by the Court Registry for use in the preparation of the Transcript as soon as practicable; and
 - b. return the Digital Audio Recording and any other material used in the preparation of the Transcript to the Court Registry as soon as practicable.
- 5.10 Where the Contractor receives a request for:
 - a. oral reasons for judgment,
 - b. oral reasons for sentencing,
 - c. oral rulings, or
 - d. oral charges to the jury ("Judge Approved Transcripts")
 the Contractor must comply with the Transcription Manual and any written instructions and procedures issued by the Ministry from time to time.
- 5.11 The Contractor acknowledges that the production of Judge Approved Transcripts may take additional time, as the Supreme Court and Provincial Court Judiciary reserve the right to edit Judge Approved Transcripts before they are released.
- 5.12 Where the Contractor receives a request for a Judge Approved Transcript, the Contractor will provide the draft of the Judge Approved Transcript to the Registry within five (5) days of receiving the order; the Registry will then forward the Transcript to the appropriate Judicial Administrative Assistant.
- 5.13 The Contractor must not use the Material for any purpose other than creating a Transcript pursuant to a Transcript order.

Certification of transcript accuracy and completeness

- 6.1 The Contractor must require each Transcriber who transcribes a portion of any Proceedings to certify the accuracy and completeness of the portion of the Transcript that the Transcriber completed.
- 6.2 In the circumstance where a Transcript is created by more than one Transcriber, the Contractor must ensure that each Transcriber has certified that his or her portion of the Transcript is complete and accurate.

Change to or cancellation of Transcript or Transcript order

- 7.1 The Contractor must, upon receiving notice of a change to or cancellation of a Transcript order
- immediately provide written notification to the Court Registry of any change to or cancellation of the Transcript order; and
 - return to the Court Registry all Digital Audio Recordings, copies of log notes and any other material provided by the Court Registry.
- 7.2 The Contractor acknowledges that, after it has received a cancellation notification, any Transcript prepared in relation to the Proceedings will not be certified by the Court Registry as the Official Transcript, regardless of when it is completed.
- 7.3 If the final Transcript includes more of the Proceedings than were originally requested in the Transcript Order Form, the Court Registry will not certify those extra portions as the Official Transcript.

MATERIAL PROVIDED BY COURT REGISTRY

- 8.1 On receiving an order for a Digital Audio Recording in respect of a Proceeding, if the Court Registry
- does not have a Transcript in the file for that Proceeding or portion of that Proceeding, and
 - is not aware of any previous order for a Transcript for that Proceeding,
- and if the Contractor has confirmed that
- the ordering party is authorized to obtain a Transcript in accordance with Judicial Records Access Policies and the applicable law, and
 - the Transcript ordered has not already been prepared in full or in part,
- the Court Registry will provide the Contractor with
- a Digital Audio Recording of the Proceedings;
 - a copy of the relevant sections of the log notes including counsel names and initials;
 - in criminal cases, a copy of the indictment and exhibit list if the logging notes do not contain a description of the exhibit; and
 - any extra copies of reference material which the court clerk may have obtained during the Proceeding.
- 8.2 The Contractor is solely responsible for all costs associated with
- picking up and returning the Digital Audio Recording and any materials required for the preparation of the Transcript; and
 - distributing the Transcript to the Court Registry and the ordering party or parties.
- 8.3 At the request of the Contractor, the Court Registry will provide the name and telephone number of the transcription firm or Authorized Reporter that has already placed an order for or produced a Transcript in relation to a Proceeding.
- 8.4 If the Contractor requests material from the Court Registry for preparation of Transcripts for an appeal, the Contractor must retain all material until the Transcripts are filed with the Court of Appeal.
- 8.5 In the event that the Court Registry provides the Contractor with the incorrect Digital Audio Recording as a result of a mistake on its part, the correct Digital Audio Recording will be provided to the Contractor at the Ministry's expense.

DIGITAL AUDIO RECORDINGS

- 9.1 When requesting a Digital Audio Recording from the Court Registry, the Contractor must, where a Transcript order is made
- on behalf of Legal Services Branch, Court Services Branch, or Criminal Justice Branch, use the Transcript Order Form; or
 - in respect of Judge Approved Transcript from a Proceeding in Supreme Court, use the Finalization and Distribution of Oral Reasons Transcript Request Form
- as either are amended from time to time.
- 9.2 If the Contractor determines, after a careful and thorough review, that portions of the Digital Audio Recording are inaudible, the Contractor must inform the Court Registry of the sections that are inaudible. The Court Registry will review the section and provide the Contractor with another copy of the Digital Audio Recording.
- 9.3 If the Contractor is unable to complete a Transcript due to the quality of the Digital Audio Recording or lack of information provided, the Court Registry may, at its sole discretion:

- a. negotiate a higher price with the Contractor to compensate for additional time spent on the Transcript;
- b. cancel the order, pay for pages completed, and have the Transcript prepared by another firm; or
- c. pay for pages completed and deal with the matter as appropriate.

9.4 If the Transcript cannot be produced, the manager of the Court Registry will inform the ordering party of their rights under s.7 of the *Sound Recording Regulations*.

Transcripts produced by more than one transcription firm or authorized reporter

- 10.1 If the Contractor accepts an order for a Transcript which requires the inclusion of a portion of a Transcript previously prepared by another transcription firm or Authorized Reporter, the Contractor must obtain those previously prepared portions of the Transcript from the firm or individual who prepared them and integrate the material into one Transcript.
- 10.2 If the Contractor receives a request from another transcription firm for portions of a Transcript that the Contractor has already produced, on payment of the applicable fee, the Contractor must provide those Transcripts to the firm in either paper or electronic form, whichever is requested, within five (5) Business Days of the request.

TRANSITIONAL

- 11.1 If the Contractor receives a Second Party Order for a Transcript where the First Party Order for the Transcript was or is being completed by an Authorized Reporter or transcription firm other than the Contractor (the "Initial Transcriber"), the Contractor must acquire the Transcript from the Initial Transcriber and then provide the Transcript to the ordering party.
- 11.2 If the Initial Transcriber is unwilling or unable to provide the Contractor with the Transcript at a reasonable rate, the Ministry will provide a copy of the Transcript, if available, upon payment of the copy rate fee specified in Appendix C, Schedule 1, Item 18 of the Supreme Court Civil Rules.
- 11.3 The maximum rate the Contractor will be entitled to charge the ordering party for a Second Party Order under section 11.1 or 11.2 is the applicable Second Party rate set out in Schedule B.
- 11.4 If the Initial Transcriber is currently under contract with the Ministry to provide Services in another Service Area and if the Contractor and the Initial Transcriber agree, the Contractor may direct the Second Party Order to the Initial Transcriber.

IN CAMERA PROCEEDINGS AND SEALED FILES

- 12.1 The Contractor must not produce Transcripts of in camera Proceedings or Proceedings in which the court files have been sealed unless ordered to do so by the presiding judge or the Chief Judge.
- 12.2 If the Contractor receives a Digital Storage Device or accompanying log notes with references to in camera Proceedings or sealed files,
 - a. the Contractor must receive written confirmation from the Court Registry that the Contractor may proceed with the Transcript before proceeding with the Transcript order; or
 - b. where confirmation is not provided, the Contractor must return the Digital Storage Device to the Court Registry.

APPEALS

- 13.1 The Contractor acknowledges that it does not have exclusive rights to prepare an appeal book or copies of a Transcript required for an appeal, but must do so if requested.
- 13.2 The Contractor must file the original Transcript with the Court Registry where the matter is being appealed.
- 13.3 If requested, the Contractor must provide the ordering party with an electronic copy of the Transcript.

COMPLAINT RESOLUTION

- 14.1 Where a complaint is received by the Ministry or the Contractor about the Services provided pursuant to this Agreement and the complaint cannot be resolved, the Ministry may issue directions to the Contractor respecting the complaint and the Contractor must comply with any such direction.
- 14.2 In all cases where the Contractor receives a written complaint, the Contractor must provide a copy of the letter to Manager of Financial Administration in the Service Area where the complaint was received.
- 14.3 Where a dispute arises between the Contractor and another transcription firm concerning entitlement to produce a Transcript, entitlement will be determined by the Court Registry.

REPORTING REQUIREMENTS

- 15.1 The Contractor must provide a semi-annual report for each Service Area in which it provides Services in the form set out by the Province by the following dates:
- a. April 15, 2017, for the period from October 1, 2016 to March 31, 2017,
 - b. October 15, 2017, for the period from April 1, 2017 to September 30, 2017,
- the date specified by us, for each six-month period that the Agreement may be extended.

- 15.2 The report in section 15.1 must be sent to:

Director, Financial Management & Administration
Court Services Branch, Ministry of Justice
6th Floor, 850 Burdett Ave.
PO Box 9249 STN PROV GOVT,
Victoria, B.C., V8W 9J2

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

The Contractor may not charge in excess of rates set out below for Services provided to any person, whether a party to this Agreement or not, without the Ministry's prior written approval.

2. FEES:

Rate per Unit/Deliverable

VANCOUVER ISLAND REGION AREA 1.0 – Duncan, Ganges, Sidney, Victoria, Western Communities

Basic Transcript Rates - (47 line Transcripts)	Price per Page
Daily Transcript - First Party Paper (including one electronic copy)	\$ 10.95
Daily Transcript - Second Party Paper (including one electronic copy)	\$ 2.50
Expedited Transcript - First Party Paper (including one electronic copy)	\$ 8.95
Expedited Transcript - Second Party Paper (including one electronic copy)	\$ 2.50
Ordinary Transcript - First Party Paper (including one electronic copy)	\$ 6.95
Ordinary Transcript - Second Party Paper (including one electronic copy)	\$ 2.00
Delayed Transcript - First Party Paper (including one electronic copy)	\$ 6.95
Delayed Transcript - Second Party Paper (including one electronic copy)	\$ 2.00
Same Party Paper copy	\$.50
Providing Colour Copies for Appeal Books	\$ 1.00
Providing an Electronic copy after the delivery of the Transcript. Please note, the electronic copy, if provided with the Transcript is included in the Transcript Fee.	\$.50

Basic Transcript Rates Judge Approved Transcripts (27 line Transcripts):	Price per Page
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and Oral Jury Charges (including one electronic copy)	\$ 10.00
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing (including one electronic copy)	\$ 7.00
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and, Oral Jury Charges Second Party Rate (including one electronic copy)	\$ 2.00
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing – Second party Rate (including one electronic copy)	\$ 2.00
Additional editing as required by the judge Note: editing does not include converting a 27 line transcript into a 47 line transcript	\$ 2.00

APPEALS:

As described below, the foregoing basic Transcript rates will apply to Transcripts and appeal books required for appeals in Supreme Court and the Court of Appeal.

Transcripts:	
Evidence and material which has not been previously transcribed (including cover, frontispiece and index) (includes one electronic copy)	Applicable First Party Paper Rate
Evidence which has been previously transcribed for the same party (includes one electronic copy)	Same Party Paper Copy Rate

Evidence which has been previously transcribed for another party (includes one electronic copy)	Applicable Second Party Paper Rate
Additional paper copies (if requested)	Same Party Paper Copy Rate

Appeal Books:	
Material obtained from the court registry or counsel	Same Party Paper Copy Rate
Material not previously transcribed (including cover, frontispiece and index) (includes electronic copy)	Applicable First Party Paper Rate
Additional copies	Same Party Paper Copy Rate

VANCOUVER ISLAND REGION AREA 2.0 – Campbell River, Courtenay, Gold River, Nanaimo, Port Alberni, Port Hardy, Powell River, Tahsis, Tofino, Ucluelet

Basic Transcript Rates - (47 line Transcripts)	Price per Page
Daily Transcript - First Party Paper (including one electronic copy)	\$ 10.95
Daily Transcript - Second Party Paper (including one electronic copy)	\$ 2.50
Expedited Transcript - First Party Paper (including one electronic copy)	\$ 8.95
Expedited Transcript - Second Party Paper (including one electronic copy)	\$ 2.50
Ordinary Transcript - First Party Paper (including one electronic copy)	\$ 7.25
Ordinary Transcript - Second Party Paper (including one electronic copy)	\$ 2.00
Delayed Transcript - First Party Paper (including one electronic copy)	\$ 7.25
Delayed Transcript - Second Party Paper (including one electronic copy)	\$ 2.00
Same Party Paper copy	\$.50
Providing Colour Copies for Appeal Books	\$ 1.00
Providing an Electronic copy after the delivery of the Transcript. Please note, the electronic copy, if provided with the Transcript is included in the Transcript Fee.	\$.50

Basic Transcript Rates Judge Approved Transcripts (27 line Transcripts):	Price per Page
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and Oral Jury Charges (including one electronic copy)	\$ 10.00
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing (including one electronic copy)	\$ 7.00
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and, Oral Jury Charges Second Party Rate (including one electronic copy)	\$ 2.00
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing – Second party Rate (including one electronic copy)	\$ 2.00
Additional editing as required by the judge	\$ 2.00
Note: editing does not include converting a 27 line transcript into a 47 line transcript	

APPEALS:
As described below, the foregoing basic Transcript rates will apply to Transcripts and appeal books required for appeals in Supreme Court and the Court of Appeal.

Transcripts:	
Evidence and material which has not been previously transcribed (including cover, frontispiece and index) (includes one electronic copy)	Applicable First Party Paper Rate
Evidence which has been previously transcribed for the same party (includes one electronic copy)	Same Party Paper Copy Rate
Evidence which has been previously transcribed for another party (includes one electronic copy)	Applicable Second Party Paper Rate
Additional paper copies (if requested)	Same Party Paper Copy Rate

Appeal Books:	
Material obtained from the court registry or counsel	Same Party Paper Copy Rate
Material not previously transcribed (including cover, frontispiece and index) (includes electronic copy)	Applicable First Party Paper Rate
Additional copies	Same Party Paper Copy Rate

VANCOUVER COASTAL REGION AREA 5.0 – Vancouver Law Courts

Basic Transcript Rates - (47 line Transcripts)		Price per Page
Daily Transcript - First Party Paper (including one electronic copy)		\$ 10.95
Daily Transcript - Second Party Paper (including one electronic copy)		\$ 2.50
Expedited Transcript - First Party Paper (including one electronic copy)		\$ 8.95
Expedited Transcript - Second Party Paper (including one electronic copy)		\$ 2.50
Ordinary Transcript - First Party Paper (including one electronic copy)		\$ 7.50
Ordinary Transcript - Second Party Paper (including one electronic copy)		\$ 2.00
Delayed Transcript - First Party Paper (including one electronic copy)		\$ 7.50
Delayed Transcript - Second Party Paper (including one electronic copy)		\$ 2.00
Same Party Paper copy		\$.50
Providing Colour Copies for Appeal Books		\$ 1.00
Providing an Electronic copy after the delivery of the Transcript. Please note, the electronic copy, if provided with the Transcript is included in the Transcript Fee.		\$.50
Basic Transcript Rates Judge Approved Transcripts (27 line Transcripts):		Price per Page
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and Oral Jury Charges (including one electronic copy)		\$ 10.00
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing (including one electronic copy)		\$ 7.00
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and, Oral Jury Charges Second Party Rate (including one electronic copy)		\$ 2.00
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing – Second party Rate (including one electronic copy)		\$ 2.00
Additional editing as required by the judge Note: editing does not include converting a 27 line transcript into a 47 line transcript		\$ 2.00
APPEALS:		
As described below, the foregoing basic Transcript rates will apply to Transcripts and appeal books required for appeals in Supreme Court and the Court of Appeal.		
Transcripts:		
Evidence and material which has not been previously transcribed (including cover, frontispiece and index) (includes one electronic copy)		Applicable First Party Paper Rate
Evidence which has been previously transcribed for the same party (includes one electronic copy)		Same Party Paper Copy Rate
Evidence which has been previously transcribed for another party (includes one electronic copy)		Applicable Second Party Paper Rate
Additional paper copies (if requested)		Same Party Paper Copy Rate
Appeal Books:		
Material obtained from the court registry or counsel		Same Party Paper Copy Rate
Material not previously transcribed (including cover, frontispiece and index) (includes electronic copy)		Applicable First Party Paper Rate
Additional copies		Same Party Paper Copy Rate

VANCOUVER COASTAL REGION AREA 5.1 – Robson Square

Basic Transcript Rates - (47 line Transcripts)		Price per Page
Daily Transcript - First Party Paper (including one electronic copy)		\$ 10.95
Daily Transcript - Second Party Paper (including one electronic copy)		\$ 2.50
Expedited Transcript - First Party Paper (including one electronic copy)		\$ 8.95
Expedited Transcript - Second Party Paper (including one electronic copy)		\$ 2.50
Ordinary Transcript - First Party Paper (including one electronic copy)		\$ 7.25
Ordinary Transcript - Second Party Paper (including one electronic copy)		\$ 2.00
Delayed Transcript - First Party Paper (including one electronic copy)		\$ 7.25
Delayed Transcript - Second Party Paper (including one electronic copy)		\$ 2.00
Same Party Paper copy		\$.50
Providing Colour Copies for Appeal Books		\$ 1.00
Providing an Electronic copy after the delivery of the Transcript. Please note, the electronic copy, if provided with the Transcript is included in the Transcript Fee.		\$.50

Basic Transcript Rates Judge Approved Transcripts (27 line Transcripts):		Price Per Page
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and Oral Jury Charges (including one electronic copy)		\$ 10.00
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing (including one electronic copy)		\$ 7.00
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and, Oral Jury Charges Second Party Rate (including one electronic copy)		\$ 2.00
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing – Second party Rate (including one electronic copy)		\$ 2.00
Additional editing as required by the judge Note: editing does not include converting a 27 line transcript into a 47 line transcript		\$ 2.00

APPEALS:
As described below, the foregoing basic Transcript rates will apply to Transcripts and appeal books required for appeals in Supreme Court and the Court of Appeal.

Transcripts:	
Evidence and material which has not been previously transcribed (including cover, frontispiece and index) (includes one electronic copy)	Applicable First Party Paper Rate
Evidence which has been previously transcribed for the same party (includes one electronic copy)	Same Party Paper Copy Rate
Evidence which has been previously transcribed for another party (includes one electronic copy)	Applicable Second Party Paper Rate
Additional paper copies (if requested)	Same Party Paper Copy Rate

Appeal Books:	
Material obtained from the court registry or counsel	Same Party Paper Copy Rate
Material not previously transcribed (including cover, frontispiece and index) (includes electronic copy)	Applicable First Party Paper Rate
Additional copies	Same Party Paper Copy Rate

VANCOUVER COASTAL REGION AREA 6.0 – Vancouver Provincial

Basic Transcript Rates - (47 line Transcripts)		Price per Page
Daily Transcript - First Party Paper (including one electronic copy)		\$ 10.95
Daily Transcript - Second Party Paper (including one electronic copy)		\$ 2.50
Expedited Transcript - First Party Paper (including one electronic copy)		\$ 8.95
Expedited Transcript - Second Party Paper (including one electronic copy)		\$ 2.50
Ordinary Transcript - First Party Paper (including one electronic copy)		\$ 7.25
Ordinary Transcript - Second Party Paper (including one electronic copy)		\$ 2.00
Delayed Transcript - First Party Paper (including one electronic copy)		\$ 7.25
Delayed Transcript - Second Party Paper (including one electronic copy)		\$ 2.00
Same Party Paper copy		\$.50
Providing Colour Copies for Appeal Books		\$ 1.00
Providing an Electronic copy after the delivery of the Transcript. Please note, the electronic copy, if provided with the Transcript is included in the Transcript Fee.		\$.50

Basic Transcript Rates Judge Approved Transcripts (27 line Transcripts):		Price per Page
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and Oral Jury Charges (including one electronic copy)		\$ 10.00
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing (including one electronic copy)		\$ 7.00
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and, Oral Jury Charges Second Party Rate (including one electronic copy)		\$ 2.00
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing – Second party Rate (including one electronic copy)		\$ 2.00
Additional editing as required by the judge		\$ 2.00
Note: editing does not include converting a 27 line transcript into a 47 line transcript		

APPEALS:
As described below, the foregoing basic Transcript rates will apply to Transcripts and appeal books required for appeals in Supreme Court and the Court of Appeal.

Transcripts:	
Evidence and material which has not been previously transcribed (including cover, frontispiece and index) (includes one electronic copy)	Applicable First Party Paper Rate
Evidence which has been previously transcribed for the same party (includes one electronic copy)	Same Party Paper Copy Rate
Evidence which has been previously transcribed for another party (includes one electronic copy)	Applicable Second Party Paper Rate
Additional paper copies (if requested)	Same Party Paper Copy Rate

Appeal Books:	
Material obtained from the court registry or counsel	Same Party Paper Copy Rate
Material not previously transcribed (including cover, frontispiece and index) (includes electronic copy)	Applicable First Party Paper Rate
Additional copies	Same Party Paper Copy Rate

Basic Transcript Rates - (47 line Transcripts)	Price per Page
Daily Transcript - First Party Paper (including one electronic copy)	\$ 10.95
Daily Transcript - Second Party Paper (including one electronic copy)	\$ 2.50
Expedited Transcript - First Party Paper (including one electronic copy)	\$ 8.95
Expedited Transcript - Second Party Paper (including one electronic copy)	\$ 2.50
Ordinary Transcript - First Party Paper (including one electronic copy)	\$ 7.50
Ordinary Transcript - Second Party Paper (including one electronic copy)	\$ 2.00
Delayed Transcript - First Party Paper (including one electronic copy)	\$ 7.50
Delayed Transcript - Second Party Paper (including one electronic copy)	\$ 2.00
Same Party Paper copy	\$.50
Providing Colour Copies for Appeal Books	\$ 1.00
Providing an Electronic copy after the delivery of the Transcript. Please note, the electronic copy, if provided with the Transcript is included in the Transcript Fee.	\$.50

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Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing – Second party Rate (including one electronic copy)	\$ 2.00
Additional editing as required by the judge Note: editing does not include converting a 27 line transcript into a 47 line transcript	\$ 2.00

APPEALS:

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Evidence which has been previously transcribed for the same party (includes one electronic copy)	Same Party Paper Copy Rate
Evidence which has been previously transcribed for another party (includes one electronic copy)	Applicable Second Party Paper Rate
Additional paper copies (if requested)	Same Party Paper Copy Rate

Appeal Books:	
Material obtained from the court registry or counsel	Same Party Paper Copy Rate
Material not previously transcribed (including cover, frontispiece and index) (includes electronic copy)	Applicable First Party Paper Rate
Additional copies	Same Party Paper Copy Rate

INTERIOR REGION AREA 7.0 – Ashcroft, Castlegar, Chase, Clearwater, Cranbrook, Creston, Fernie, Golden, Grand Forks, Invermere, Kamloops, Lillooet, Merritt, Nakusp, Nelson, Rossland, Sparwood

Basic Transcript Rates - (47 line Transcripts)	Price per Page
Daily Transcript - First Party Paper (including one electronic copy)	\$ 10.95
Daily Transcript - Second Party Paper (including one electronic copy)	\$ 2.50
Expedited Transcript - First Party Paper (including one electronic copy)	\$ 8.95
Expedited Transcript - Second Party Paper (including one electronic copy)	\$ 2.50
Ordinary Transcript - First Party Paper (including one electronic copy)	\$ 7.25
Ordinary Transcript - Second Party Paper (including one electronic copy)	\$ 2.00
Delayed Transcript - First Party Paper (including one electronic copy)	\$ 7.25
Delayed Transcript - Second Party Paper (including one electronic copy)	\$ 2.00
Same Party Paper copy	\$.50
Providing Colour Copies for Appeal Books	\$ 1.00
Providing an Electronic copy after the delivery of the Transcript. Please note, the electronic copy, if provided with the Transcript is included in the Transcript Fee.	\$.50

Basic Transcript Rates Judge Approved Transcripts (27 line Transcripts):	Price per Page
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Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing (including one electronic copy)	\$ 7.00
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and, Oral Jury Charges Second Party Rate (including one electronic copy)	\$ 2.00
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing – Second party Rate (including one electronic copy)	\$ 2.00
Additional editing as required by the judge	\$ 2.00
Note: editing does not include converting a 27 line transcript into a 47 line transcript	

APPEALS:

As described below, the foregoing basic Transcript rates will apply to Transcripts and appeal books required for appeals in Supreme Court and the Court of Appeal.

Transcripts:

Evidence and material which has not been previously transcribed (including cover, frontispiece and index) (includes one electronic copy)	Applicable First Party Paper Rate
Evidence which has been previously transcribed for the same party (includes one electronic copy)	Same Party Paper Copy Rate
Evidence which has been previously transcribed for another party (includes one electronic copy)	Applicable Second Party Paper Rate
Additional paper copies (if requested)	Same Party Paper Copy Rate

Appeal Books:

Material obtained from the court registry or counsel	Same Party Paper Copy Rate
Material not previously transcribed (including cover, frontispiece and index) (includes electronic copy)	Applicable First Party Paper Rate
Additional copies	Same Party Paper Copy Rate

INTERIOR REGION AREA 8.0 – Kelowna, Penticton, Princeton, Revelstoke, Salmon Arm, Vernon

Basic Transcript Rates - (47 line Transcripts)	Price per Page
Daily Transcript - First Party Paper (including one electronic copy)	\$ 10.95
Daily Transcript - Second Party Paper (including one electronic copy)	\$ 2.50
Expedited Transcript - First Party Paper (including one electronic copy)	\$ 8.95
Expedited Transcript - Second Party Paper (including one electronic copy)	\$ 2.50
Ordinary Transcript - First Party Paper (including one electronic copy)	\$ 7.25
Ordinary Transcript - Second Party Paper (including one electronic copy)	\$ 2.00
Delayed Transcript - First Party Paper (including one electronic copy)	\$ 7.25
Delayed Transcript - Second Party Paper (including one electronic copy)	\$ 2.00
Same Party Paper copy	\$.50
Providing Colour Copies for Appeal Books	\$ 1.00
Providing an Electronic copy after the delivery of the Transcript. Please note, the electronic copy, if provided with the Transcript is included in the Transcript Fee.	\$.50

Basic Transcript Rates Judge Approved Transcripts (27 line Transcripts):	Price per Page
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Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing (including one electronic copy)	\$ 7.00
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and, Oral Jury Charges Second Party Rate (including one electronic copy)	\$ 2.00
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing – Second party Rate (including one electronic copy)	\$ 2.00
Additional editing as required by the judge	\$ 2.00
Note: editing does not include converting a 27 line transcript into a 47 line transcript	

APPEALS:

As described below, the foregoing basic Transcript rates will apply to Transcripts and appeal books required for appeals in Supreme Court and the Court of Appeal.

Transcripts:

Evidence and material which has not been previously transcribed (including cover, frontispiece and index) (includes one electronic copy)	Applicable First Party Paper Rate
Evidence which has been previously transcribed for the same party (includes one electronic copy)	Same Party Paper Copy Rate
Evidence which has been previously transcribed for another party (includes one electronic copy)	Applicable Second Party Paper Rate
Additional paper copies (if requested)	Same Party Paper Copy Rate

Appeal Books:

Material obtained from the court registry or counsel	Same Party Paper Copy Rate
Material not previously transcribed (including cover, frontispiece and index) (includes electronic copy)	Applicable First Party Paper Rate
Additional copies	Same Party Paper Copy Rate

Basic Transcript Rates - (47 line Transcripts)		Price per Page
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Expedited Transcript - First Party Paper (including one electronic copy)		\$ 8.95
Expedited Transcript - Second Party Paper (including one electronic copy)		\$ 2.50
Ordinary Transcript - First Party Paper (including one electronic copy)		\$ 7.50
Ordinary Transcript - Second Party Paper (including one electronic copy)		\$ 2.00
Delayed Transcript - First Party Paper (including one electronic copy)		\$ 7.50
Delayed Transcript - Second Party Paper (including one electronic copy)		\$ 2.00
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Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and, Oral Jury Charges Second Party Rate (including one electronic copy)		\$ 2.00
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing – Second party Rate (including one electronic copy)		\$ 2.00
Additional editing as required by the judge Note: editing does not include converting a 27 line transcript into a 47 line transcript		\$ 2.00

APPEALS:

As described below, the foregoing basic Transcript rates will apply to Transcripts and appeal books required for appeals in Supreme Court and the Court of Appeal.

Transcripts:	
Evidence and material which has not been previously transcribed (including cover, frontispiece and index) (includes one electronic copy)	Applicable First Party Paper Rate
Evidence which has been previously transcribed for the same party (includes one electronic copy)	Same Party Paper Copy Rate
Evidence which has been previously transcribed for another party (includes one electronic copy)	Applicable Second Party Paper Rate
Additional paper copies (if requested)	Same Party Paper Copy Rate

Appeal Books:	
Material obtained from the court registry or counsel	Same Party Paper Copy Rate
Material not previously transcribed (including cover, frontispiece and index) (includes electronic copy)	Applicable First Party Paper Rate
Additional copies	Same Party Paper Copy Rate

1. Where the Ministry is the first party ordering a Transcript, the Ministry will pay the First Party Transcript rate and the same party paper copy rate for all further paper copies.
2. Where the Ministry orders a Transcript of a Proceeding under a Second Party Order and has submitted the order form to the Contractor before the end of Business Day on which the First Party Order was placed, the Ministry will pay the same party copy rate, not the second party rate.
3. The First Party rate includes the original Transcript filed with the Court Registry or the appeal court registry, as the case may be, and one copy provided to the ordering party in paper or electronic format, or both.

3. EXPENSES:

None.

4. STATEMENTS OF ACCOUNT:

1. For purposes of billing for Transcripts, each of the following branches of the Ministry are considered to be a separate party:
 - (a) Crown Counsel (Criminal Justice Branch);
 - (b) Legal Services Branch; and
 - (c) Court Services Branch.
2. In order to obtain payment of any fees under this Agreement, the Contractor must deliver to the relevant Branch of the Ministry that requested the Transcript a written statement of account in a form containing:
 - (a) the Contractor's legal name and address;
 - (b) the date of the invoice;
 - (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
 - (d) an accurate and detailed description of the Services provided, indicating what was transcribed;
 - (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
 - (f) a description of this Agreement to which the statement relates;
 - (g) attached completed order forms.
 - (h) a statement or invoice number for identification; and
 - (i) any other billing information reasonably requested by the Province.
3. When delivering a Transcript ordered by the Ministry, the Transcript Order Form must accompany the Transcript and must bear any confirmations received from the Court Registry.
4. Where the Ministry orders a Transcript on behalf of Correctional Services Canada, the Contractor must invoice Correctional Services Canada for the Transcript ordered. The Court Registry will provide contact information for Correctional Services Canada.

5. PAYMENTS DUE:

Within 45 days of the Province's receipt of the Contractor's written invoice or Transcript, whichever is later, 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.

The method of payment will be by direct deposit to the Contractor's account at a Financial Institution of the Contractor's choice. The Ministry will provide the Contractor with a statement showing the invoice number included in each direct deposit.

Schedule D – Insurance

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

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

8. 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

9. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

- 25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

APPENDIX 1 - Acknowledgement of Assignment of Copyright by Contractor and any Subcontractor

J.C. WordAssist Ltd. for good and valuable consideration, payable pursuant to an agreement between J.C. WordAssist Ltd. and Her Majesty the Queen in Right of the Province of British Columbia as represented by the Justice dated October 1, 2016 (the "Agreement") does hereby acknowledge, confirm and perfect the assignment to the Province of all of its right, title and interest throughout the World (including but not limited to copyright and the right to bring actions and other proceedings against third parties for past, present or future infringement or misuse) in, to and associated with the Material (as defined in the Agreement) and other material provided by JC WordAssist Ltd. pursuant to the Agreement, including but not limited to all the [see EXAMPLES].

EXECUTED AT _____, this _____ day of _____, 20__.

If the Contractor is a corporation or society, use the following signature block:

[CONTRACTOR'S NAME]

BY

(Signature of Authorized Signatory)

(Printed Name of Authorized Signatory)

(Title of Authorized Signatory)

If the Contractor is an individual, use the following signature block:

SIGNED AND DELIVERED BY

[CONTRACTOR'S NAME]

(Signature of Contractor)

IN THE PRESENCE OF

(Signature of Witness)

(Printed Name of Witness)

{EXAMPLES OF TYPES OF MATERIAL:

1. photographs, negatives
2. design and characters contained in a publication
3. software, enhancements
4. reports, documents, data, charts}

Appendix 2 - Waiver of Moral Rights by Contractor, Employees and any Subcontractor (individual) or subcontractor employees

In this Waiver, "Material" means all Material as defined or set out in the Agreement between JC WordAssist Ltd. and her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Justice dated October 1, 2016 (the "Agreement") and any other material provided by JC WordAssist Ltd. pursuant to the Agreement, including but not limited to all the [see EXAMPLES], authored by me.

I, EMPLOYEE/INDIVIDUAL NAME, for good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged) do agree and hereby waive in favour of Her Majesty the Queen in Right of the Province of British Columbia (the "Province") and her servants, agents and employees, all "moral rights" and "droits d'auteurs" (including but not limited to the right to prevent distortion, mutilation or modification of the Material, the right to prevent the Material from being used in association with a product, service, cause or institution, and the right to have my name associated with the Material) that I may have in or relating to the Material, and further agree not to sue the Province, its servants, agents or employees with respect to these rights.

I hereby acknowledge that the Province may license or assign the Material to third parties and agree that the preceding paragraph will extend to all such parties, and their assignees and licensees.

EXECUTED AT _____, this _____ day of _____, 20_____.

SIGNED AND DELIVERED BY

(Signature of Individual)

(Printed Name of Individual)

IN THE PRESENCE OF

(Signature of Witness)

(Printed Name of Witness)

EXAMPLES OF TYPES OF MATERIAL:

1. photographs, negatives
2. design and characters contained in a publication, a sample of which is attached to this Waiver and all drawings, sketches
3. software, enhancements
4. reports, documents, data charts

**Appendix 3 – Confidentiality Agreement
CONFIDENTIALITY AGREEMENT FOR
EMPLOYEES OF CONTRACTED COMPANIES**

THIS CONFIDENTIALITY AGREEMENT made in duplicate as of the ____ day of _____, 20__.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the
Ministry of Justice (the "Province")

AND:

(the "Employee")

AND:

(the "Contractor")

These parties agree as follows:

WHEREAS:

The Contractor and the Province have entered into an Agreement dated as of the 1st day of October, 2016, and executed by the Province on the ____ day of _____, 2016, and executed by the Contractor on the ____ day of _____, 2016, providing for Transcription Services, under the terms of which any employees of the Contractor to whom confidential information is disclosed are required to first execute a confidentiality obligation in the form of this Confidentiality Agreement.

- 1.1 The Undersigned is an employee of the Contractor.
- 1.2 The Employee is prepared to enter into this Confidentiality Agreement as a condition of participating in the provision of Services under the Agreement.

As a result, in consideration of the Province purchasing the Services from the Contractor and in consideration of the Society agreeing to disclose certain confidential information to the Employee and of the Employee's employment by and remuneration paid to the Employee by or for the Contractor, the Employee hereby agrees as follows:

- 2.1 The Employee acknowledges and agrees that any records disclosed by the Province, including all copies thereof and extracts therefrom and all writings and confidential information which may come into possession of the Employee or be made by the Employee which in any way pertain to the Services are the confidential information and property of the Province. Accordingly, the Employee agrees with the Province and with the Contractor that the Employee shall not at any time while employed by the Contractor or thereafter:
 - (a) divulge any such information to any person or authorize the disclosure of any such information, other than to an employee of the Contractor who has signed a confidentiality obligation in this form; or
 - (b) use, directly or indirectly, cause or permit any other person to use any of such information except as required in order to provide the Services described in the Agreement.
- 2.2 The Employee further agrees that any records, including all copies thereof and extracts therefrom and all writings and confidential information which may come into possession of the Employee or be made by the Employee which in any way pertain to the Services shall be the exclusive property of the Society and shall

be delivered up to the Province as required by the Contractor as stipulated by the Agreement.

- 2.3 The Employee hereby affirms and represents to the Society and to the Contractor that he or she is under no obligation to any other former employer or to any other person which is in any way inconsistent or in conflict with his or her obligations hereunder.

The parties have executed this Confidentiality Agreement as follows:

SIGNED AND DELIVERED by the Province in the
presence of:

(Witness)

)
)
)
)
)
)
)

Signed on behalf of the Province by :

(Date)

SIGNED AND DELIVERED by the Employee in the
presence of:

(Witness)

)
)
)
)
)
)
)
)
)

(Contractor's Employee – Signature)

(Contractor's Employee – Print Name)

(Date)

SIGNED AND DELIVERED by or on behalf of the
Contractor (or by its Authorized Signatory if the
Contractor is a corporation) in the presence of:

(Witness)

)
)
)
)
)
)
)
)
)

(Contractor or Authorized Signatory)

(Print Name and Title)

(Date)

Appendix 4 – Minimum Security Requirements and Encryption

Minimum Security Requirements for Operating an SFTP Server or Shared File Server

- 1.1 The Contractor must not use e-mail/SFTP unless secure provisions are approved in writing by the Ministry.
- 1.2 If a Contractor uses an SFTP server or shared file server for distributing electronic copies of
 - a. the Transcript,
 - b. digitally recorded evidence from Proceedings, or
 - c. any other material that has been produced, received or acquired for preparation of the Transcriptthe SFTP server or shared file server must provide file-level encryption with per-user authorization for access to the encrypted files.
- 1.3 Electronic copies of the Transcript, copies of digitally recorded evidence from Proceedings, and any material that has been produced, received or acquired for preparation of the Transcript must have Ministry approved authentication and encryption as set out under “Encryption” below.
- 1.4 There must be audit logs for file access, as well as procedures and resources allocated to do the audit and regular verification that the audit on the SFTP server or shared file server and digital audio recordings.
- 1.5 The Ministry reserves the right to request a copy of the Contractor’s audit logs to ensure the stated security is being adhered to on the Contractor’s SFTP server or shared file server.
- 1.6 Prior to using an SFTP server or shared file server, the Contractor must provide the Ministry with details as to:
 - a. the type of server being used;
 - b. what is the server used for;
 - c. what security measures have been taken to ensure the security of the audio; and,
 - d. any other relevant information pertaining to network and server security.
- 1.7 It is in the sole discretion of the Ministry as to what types and levels of security are required to operate an SFTP server or shared file server. The Contractor must receive written approval from the Ministry before the Contractor can operate the SFTP server or shared file server.

Encryption

- 2.1 The Ministry endorses and supports the current OCIO standard for encryption.
- 2.2 The Court Registry may encrypt the audio when it is copied to a Digital Storage Device for pick up by the Contractor. The Contractor may be required to encrypt the Digital Audio Recording whenever it is transferred from the Contractor to a Transcriber and from the Transcriber to the Contractor. It is expected that the Contractor will use the same software as the Ministry to encrypt digital audio recordings for distribution to a Transcriber. Written approval from the Ministry must be received before the Contractor can use different software for encryption between the Contractor and Transcriber. The Ministry has the sole discretion as to the acceptability of the encryption software.

Appendix 5 – Criminal Record Checks

- 1.1 The Contractor must provide the Ministry's Court Services Branch with a completed criminal record check (CRCs) on all persons involved in the transcription and safeguarding of evidence from Proceedings, including the Contractor's principals, employees and any Sub-contractors. CRCs include, at a minimum, provision of a local Canadian Police Information Centre (CPIC) check.
- 1.2 If an individual is identified as in the Canadian Police Identification system further testing may be required. The individual will be contacted if there are negative results and if they so choose to continue will require confirmation by submission of fingerprints.
- 1.3 At the sole discretion of the Ministry, further security screening in addition to or instead of the CRC may be required. Any further security screening, standards for approval, or related requirements will be provided in writing by the Ministry.
- 1.4 The CRCs must be satisfactory to the Ministry and be provided before an individual performs the Services under this Contract.
- 1.5 Any costs incurred to obtain CRCs are the sole responsibility of the Contractor.

MODIFICATION AGREEMENT No. 1

THIS MODIFICATION AGREEMENT is made as of January 31, 2017

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Justice

(the "Province")

AND

J.C. WORD ASSIST LTD., a company organized under the laws of British Columbia

(the "Contractor")

WHEREAS:

- A. The Province and the Contractor entered into a General Services Agreement dated for reference June 27, 2016 (the "Agreement").
- B. The Province and the Contractor wish to make amendments to the Agreement in order to allow the Contractor and its subcontractors to have access to certain digital audio recordings and to set out the terms and conditions governing such access.
- C. The parties have therefore agreed to amend the Agreement on the terms set out in this Modification Agreement No. 1 (the "Modification Agreement").

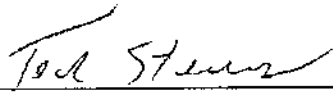
NOW THEREFORE THIS MODIFICATION AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the Province and the Contractor agree as follows, effective as of the date first written above (the "Effective Date").

- 1. The Agreement is hereby amended by the addition of Schedule F (*Access to Digital Audio Recordings*) the form and content of which is as attached to this Modification Agreement.
- 2. Except as specifically provided herein, the terms and conditions of the Agreement are confirmed and continue in full force and effect.

3. This Modification Agreement may be executed by the parties in any number of counterparts, each of which when delivered will be deemed to be an original and all of which together will constitute one and the same document. Delivery of an executed signature page of this Modification Agreement by facsimile transmission will be effective to the same extent as if such party had delivered a manually executed counterpart.

IN WITNESS WHEREOF the parties have duly executed this Modification Agreement.

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**, by the
Minister of Justice or the Minister's authorized representative

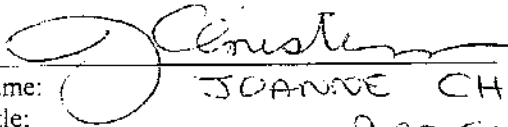


Name:

Title:

J.C. WORD ASSIST LTD.

Per:



Name:

Title:

JOANNE CHRISTENSEN
PRESIDENT

SCHEDULE F
ACCESS TO DIGITAL AUDIO RECORDINGS

Whereas

- a. DARS is an audio recording system used to digitally record court proceedings in BC, including all adult and youth criminal court proceedings.
- b. The Province developed the Application to allow authorized external-to-government users to have access to digital audio recordings and other related material of certain court proceedings. Access, through the Application, is designed to provide authorized external-to-government users with secure and automated access to digital audio recordings and to facilitate both the delivery of the digital audio recordings to those authorized users and the return of electronic transcripts to the court registry.
- c. The Province intends to pilot and test the Application by allowing Application Users to have access to Digital Audio Recordings and related data of criminal proceedings. The pilot will, for clarity, commence with access to digital audio recordings of proceedings in the British Columbia Supreme Court.
- d. This Schedule F sets out the terms on which access to the Application and to Digital Audio Recordings will be provided to Application Users.
- e. Access by Application Users is also subject to the CSB Access Policy.

Definitions for Schedule F

In this Schedule F:

“Application” means a password-protected application accessed through the Internet that (a) provides an Application User with access to Digital Audio Recordings, and (b) allows an Application User to upload completed digital transcripts to the court registry;

“Application User” refers to the Contractor and to employees of the Contractor authorized pursuant to the terms and conditions of this Schedule F, to access the Digital Audio Recordings through the Application for the Purposes, and **“Application Users”** has a corresponding meaning;

“CSB Access Policy” means the *Court Services Branch Access and Authorized Use Policy and Procedures Manual for Court Systems and SCMS*, as amended from time-to-time;

“Digital Audio Recording” refers specifically to the digital audio recording of a criminal court proceeding in the British Columbia Supreme Court or in the British Columbia Provincial Court, and includes the following data related to that court proceeding:

- a) electronic record of the proceeding;
- b) indictment, information;
- c) logsheets; and
- d) data elements associated with each file, such as date of appearance, file number, police agency number, date sworn, charges, pleas, findings, sentence details, ban and other related elements.

“DARS” means the Digital Audio Recording System, which is owned by the Province and is used in courtrooms throughout the province to record the audio of court proceedings, including all adult and youth criminal court proceedings;

“Purposes” means the purposes for electronic access, as set out in section 1 of this Schedule F;

“Services” has the meaning given to that term in Schedule A;

“Transcript” has the meaning given to that term in Schedule A, except that in this Schedule F it refers only to a Transcripts that has been uploaded to the Application by an Application User; and

“Transcriber” has the meaning given to that term in Schedule A.

Terms and conditions for access to Digital Audio Recordings

1. GRANT AND PURPOSES

- a) Pursuant to the terms and conditions of this Schedule F, the Province grants to the Contractor a non-exclusive, non-assignable right of electronic access to the Application for the following purposes:
 - i) to allow Application Users to have access to Digital Audio Recordings in order to provide the Services; and
 - ii) to allow Application Users to upload completed Transcripts, through the Application, for processing by court registry staff into the court file.
- b) The Contractor covenants that electronic access to the Application will be used by the Application Users solely for the Purposes and for no other purpose.
- c) The Contractor understands that access to Digital Audio Recordings will not be available in respect of proceedings for which the court has made a sealing order.

2. ACCESS AUTHORIZATION

- a) The Contractor agrees that it will be responsible for all access to and use of the Application by Application Users.

- b) Each Application User will access the Application with a unique password which must only be used by that Application User. The Province has the right, at its own discretion, to establish, and to amend if it deems necessary, policies governing the requirements for passwords and the use of passwords.
- c) The Province will give Application Users access to the Application upon receipt of a written request from the Contractor and of a completed account access form and any other form or forms required by the Province.
- d) The Contractor acknowledges it will not allow any person to have access to the Application, or to any Digital Audio Recording accessed through the Application, until such time as the Province approves access to that person such that the person becomes an Application User.
- e) The Contractor will maintain records of all Application Users trained, including the dates of training session. The Contractor also agrees to provide to the Province a list of all Application Users and information on each Application User's training when requested by the Province and in the form and format required by the Province.
- f) The Contractor will immediately inform the Province, in writing, if and when an Application User no longer qualifies for access to the Application.

3. APPLICATION OF THE CSB ACCESS POLICY

- a) The Contractor acknowledges that access to the Application by Application Users is subject to the provisions of the CSB Access Policy and that the Contractor will adhere, and ensure that each Application User adheres, to all policies, procedures and standards in the CSB Access Policy which apply to the use of the Application.
- b) Without limiting any other provision of this Schedule, the Contractor acknowledges and agrees that the Province may suspend or revoke access to the Application pursuant to the provisions of the CSB Access Policy.

4. DESTRUCTION OF DIGITAL AUDIO RECORDINGS

- a) The Contractor agrees that, upon the completion of the preparation of a Transcript, and upon submission of the Transcript through the Application, the Contractor will immediately delete, and will cause all Application Users to immediately delete, the whole of the Digital Audio Recording from any Application User's computer or device on which the Digital Audio Recording is stored, no matter the location of the computer or device, and no matter who controls or owns the computer or device.
- b) The Contractor further agrees that, to the best of the Contractor's ability, the Contractor will enforce any policy and procedures required by the Province regarding the deletion of Transcripts from any computer or device controlled and/or owned by Transcribers.

- c) The Province has the right, at its own discretion, to establish, and to amend if it deems necessary, policies and procedures that the Contractor and the Application Users will follow to ensure the terms and conditions of paragraphs 4(a) and 4(b) are met.

5. COMPLIANCE AUDITS

- a) The provisions of this section 5 do not limit the generality of the rights afforded to the Province under section 8.1 of the Agreement.

The Contractor acknowledges that Digital Audio Recordings accessible through the Application, and Transcripts, contain sensitive and confidential information that, if inappropriately accessed, used or disclosed, may harm individuals and/or harm the administration of justice in the province. The Contractor therefore agrees that the Province will, in collaboration with the Contractor, establish policies and procedures for monitoring the use of the Application, Digital Audio Recordings and Transcripts, and policies and procedures to ensure that the obligations under this Schedule F are met.

- b) The Contractor will establish the policies and procedures set out in Appendix A of this Schedule F. The purposes of these policies and procedures are:
 - i) to ensure that all Application Users are informed of the terms of this Schedule F, that they understand the terms of access to Digital Audio Recordings, including the requirements relating to the destruction of Digital Audio Recordings and Transcripts, and that they are aware that unauthorized use of the Application or the Digital Audio Recordings or Transcripts may result in their access being revoked by the Province;
 - ii) to ensure that all access by Application Users to the Application, the Digital Audio Recordings accessed through the Application complies with the terms and conditions of this Schedule F; and
 - iii) to allow the Contractor to conduct compliance audits of Application Users and Transcribers to ensure that they are in compliance with the terms and conditions of access set out in this Schedule F.
- c) The Province will have the right to conduct an audit of the Contractor, at least every four months, that will include a review of:
 - i) access to the Application by Application Users;
 - ii) the downloading of Digital Audio Recordings by Application Users and the uploading of Transcripts;
 - iii) compliance by the Contractor, Application Users and Transcribers with the terms of this Schedule F; and
 - iv) any other matter, as determined by the Province, the review of which is, in the Province's opinion, necessary to ensure that access to the Digital Audio Recordings through the Application complies with the terms and conditions of this Schedule F.

6. CONTACT PERSON

The Contractor will designate a central contact person who will be responsible for liaising with the Province on any matter or issue relating to access to the Application, to an audit or to any other matter under this Schedule F.

7. INFORMATION ACCURACY

The Province agrees that Application Users may verify the authenticity of any Digital Audio Recording accessed through the Application by contacting the appropriate court registry.

8. COSTS

The Contractor is solely responsible for all costs arising from access to the Application, including but not necessarily limited to:

- a) the training of Application Users;
- b) development and implementation of policy and procedures required under this Schedule F;
- c) provisions, operation and maintenance of equipment, communications hardware and software necessary to access the Application;
- d) any current and future upgrades to the Contractor's hardware or software required to meet systems requirements for access; and
- e) network connection charges.

9. TERMINATION OF ACCESS

- a) The Contractor acknowledges that

- (i) if an Application User uses the Application or a Digital Audio Recording (or other information obtained through the Application) for any purpose other than the Purposes, or
- (ii) if an Application User or Transcriber fails to comply with the policy and procedures of the Contractor relating to the use and destruction of Transcripts,

then in either case such use or failure will give the Province the right forthwith to revoke the access granted under section 1(a) of this Schedule F. For greater certainty, the Province's right to revoke access may be exercised in respect of all Application Users, or only one or some of them.

- b) Upon the expiration or termination of the Term of the Agreement, the Contractor will, unless the Contractor has entered into a new agreement with the Province which provides otherwise, cease using and delete, and will take all steps necessary to ensure that all Application Users cease using and delete, all copies of Digital Audio Recordings and Transcripts from all Application Users' computers or devices, no matter the location of

the computer or device, and no matter who controls or owns the computer or device.

10. CONTROL OF COURT RECORDS

The Province and the Contractor acknowledge that the judiciary has control of all court record information including Digital Audio Recordings; and that the Province is responsible for collecting, maintaining, and securing all court record information under the direction of the Chief Justices and Chief Judge. To the extent that any term or condition in this Schedule F is in conflict with any direction or order of the court, court rule, court practice direction, or judicial policy, that term or condition will not apply.

APPENDIX A

J.C. Word Assist Ltd. Policy and Procedures 2017

Transcriber Policy: Security and destruction of digital audio recordings, related court material and completed transcripts

Policy Rationale

Digital audio recordings and related court material (collectively, “the Audio”) provided to the Transcriber for the purpose of preparing a transcript contain sensitive and personal information. In some cases, the Audio contains confidential information. In this digital age, information can be difficult to secure and delete. As a professional transcriber, you are aware that the unauthorized release of the Audio or information from the Audio may result in harm to an individual or adversely affect the administration of justice in the province. These policy and procedures are to assist you in securing Audio and transcripts while in your custody and care.

JCW is required by the Province to ensure that Transcribers follow these policy and procedures to protect the Audio while a transcript is being prepared and to remove the Audio once the transcript has been completed.

Please review these steps and follow them carefully while working on court transcripts.

Policy and Procedures

Written acknowledgement

1. You agree to provide to J.C. Word Assist Ltd. (JCW) a signed copy of these policy and procedures indicating that you have read the policy and procedures, understand them and will comply with them.

If you have any questions about these policy and procedures, please contact Joanne.

Requirement to destroy

2. You agree to follow closely the requirements of the JCW Policy on Confidentiality and the use of anti-virus software.

Please contact Joanne if you need a copy of either policy.

3. When setting up your folder c:/TRANSCRIPTS (or other drive letter) as required by the JCW Confidentiality policy, you will apply a password to the folder to secure the folder and restrict access to the folder.

Remember, under the Confidentiality policy, this folder is the ONLY location where you may store the Audio (including all related material such as log notes and documents) and the transcript. No copies of these materials may be stored in other folders on your computer or on other media devices.

OR

If you are unable to password protect the folder, create a new User Account on your computer and password protect that User Account to secure the information stored under that Account and to restrict access to the Account.

Whenever you are doing work on transcripts and storing Audio or other information related to the Audio, log onto your computer under this User Account.

You must never store Audio or the transcript on a thumbdrive, external hard-drive or any other portable storage medium.

4. You will inform JCW of the password. If you change the password, please ensure that you provide JCW with the new password.

Providing JCW with the password will ensure that the company can retrieve Audio or transcripts from the drive or delete that information, in the event you are incapacitated and unable to do so yourself.

You should change your password every six months. A handy reminder is to change your password when you receive your 6 month notification from JCW (see paragraph 8).

5. You will not share the password with anyone (other than JCW), including family members and colleagues.

This will ensure that only you can view and work with the Audio on your computer. This is especially important if your computer is shared with anyone else.

6. You will delete ALL AUDIO (which includes any log notes, documents, or other information provided to you to assist you in preparing the transcript) from your computer UPON COMPLETION of the transcript.

Deleting the Audio from your computer is a TWO step process:

- 1. Delete the file, audio or document; and*
- 2. Open your "Trash" or "Recycle" folder and delete the file, audio or document from that folder.*

7. You will delete the TRANSCRIPT from your computer NO LESS THAN 3 MONTHS after the completion of the transcript.

Deleting the transcript from your computer is a TWO step process:

- 1. Delete the transcript; and*
- 2. Open your "Trash" or "Recycle" folder and delete the transcript from that folder.*

Please contact Joanne if you have any problems deleting the Audio and transcripts from your computer.

8. Upon request from JCW, you will confirm that you have deleted the Audio and transcripts as required by these policy and procedures.

Every 6 months, JCW will contact you and request confirmation from you that you are following the procedures and have deleted Audio and transcripts as required.

Remember: this is a good time to change the password on your c:/TRANSCRIPTS folder.

To J.C. Word Assist Ltd.:

I have read, understand and will comply with the above policy and procedures.

(Name)

(Date)

Please remember to send a signed copy to JCW and to keep a copy for yourself.

GENERAL SERVICE AGREEMENT



BRITISH
COLUMBIA

The Best Place on Earth

For Administrative Purposes Only

Ministry Contract No.: ATCSB17VWW18

Requisition No.: _____

Solicitation No.(if applicable): _____

Commodity Code: _____

Contractor Information

Supplier Name: Verbatim Words West Ltd.

Supplier No.: _____

Telephone No.: 604-591-6677

E-mail Address: transcript@verbatimwords.ca

Website: www.verbatimwords.ca

Financial Information

Client:	105
Responsibility Centre:	15235
Service Line:	10710
STOB:	6043
Project:	1500000

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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**

SCHEDULE B – FEES AND EXPENSES

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

SCHEDULE C – Not Applicable

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – Not Applicable

THIS AGREEMENT is dated for reference the 27th day of June, 2016.

BETWEEN:

Verbatim Words West Ltd. (the "Contractor") with the following specified address and phone number:
#260 13711 72nd Avenue
Surrey, BC V3W 2P2
604-591-6677

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Justice (the "Province") with the following specified address:

Court Services Branch
6th Floor, 850 Burdett Avenue
PO Box 9249 STN PROV GOV
Victoria, BC V8W 9J2

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

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

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

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

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

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

Change of address or fax number

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

Assignment

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

Subcontracting

13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:

- (a) any person retained by the Contractor to perform obligations under this Agreement; and
- (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>15</u> day of <u>September</u>, 2016 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>Diana Wark</u></p> <p>Signature(s)</p> <p><u>Diana Wark</u></p> <p>Print Name(s)</p> <p><u>CEC</u></p> <p>Print Title(s)</p>	<p>SIGNED on the <u>4th</u> day of <u>October</u>, 2016 on behalf of the Province by its duly authorized representative:</p> <p><u>B Miller</u></p> <p>Signature</p> <p><u>BRENDA MILLER</u></p> <p>Print Name</p> <p><u>EXECUTIVE DIRECTOR, COLLABORATIVE SUPPORT</u></p> <p>Print Title</p>
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Schedule A – Services

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.

PART 1. TERM:

- 1.1 Subject to section 1.2 of this Part 1, the term of this Agreement commences on October 1, 2016 and ends on September 30, 2017.

PART 2. SERVICES:

- 2.1 In this Agreement and the Schedules, unless the context otherwise requires:

- (a) "Authorized Reporter" means a person who is authorized by the Ministry under the Official Reporters Regulation to the *Court Rules Act* and may be retained to attend a Proceeding for the purpose of producing an accurate record of the Proceeding or part thereof;
- (b) "Court of Appeal" means the British Columbia Court of Appeal;
- (c) "Court Registry" means the registry at which the Proceeding which is the subject of a Transcript order was heard;
- (d) "Daily Transcript" means a transcript required to be prepared in any requested format and made available to the ordering party by 9:00 a.m. on the Business Day following the date the transcript was requested, provided the order was placed with the registry before 4:00 p.m.;
- (e) "Delayed Transcript" means a transcript required to be prepared in any requested format and made available to the ordering party more than 22 business days from the date on which the transcript was ordered and on a date agreeable to the ordering party;
- (f) "Digital Audio Recording" means a digitally stored audio recording;
- (g) "Digital Storage Device" means a Compact Disc (CD), Digital Versatile Disc (DVD), Mobile USB, Electronic File Server or any other form of digital storage device as designated by the Ministry;
- (h) "Expedited Transcript" means a transcript required to be prepared in any requested format and made available to the ordering party by the third Business Day after the date on which it was ordered;
- (i) "Finalization and Distribution of Oral Transcription Request Form" means the form to be used when ordering Supreme Court Oral Reasons for Judgment;
- (j) "First Party Order" means the first order placed by any person for a Transcript or portion of a Transcript (paper copy, electronic or both);
- (k) "Judicial Records Access Policies" means
 - a. the Supreme Court Judicial Records Access Policy located at <http://www.courts.gov.bc.ca/supreme-court/media/BCSC%20Court%20Record%20Access%20Policy%20-%20March%209,%202011.pdf> and
 - b. the Provincial Court Judicial Records Access Policy located at <http://www.provincialcourt.bc.ca/downloads/pdf/Media%20Policy%20Regarding%20Public%20and%20Media%20Access.pdf>;
- (l) "Ministry" means the Ministry of Attorney General;
- (m) "Official Transcript" means a transcript which has been filed in and certified by the Court Registry as the official transcript in respect of a Proceeding;
- (n) "Ordinary Transcript" means a transcript that is not ordered as an Expedited, Daily or Delayed Transcript and is required to be prepared in any requested format and made available as follows:
 - i. where it is a transcript of oral reasons for judgment, sentencing, a ruling, or a charge to the jury, delivered to the judicial officer for editing within five (5) Business Days after the transcript is ordered;
 - ii. where it is a transcript or transcript extract for appeal purposes, delivered to the ordering party within sixty (60) days after bringing the appeal, unless further extensions are granted by the Court of Appeal;
 - iii. where it is a transcript of a hearing under the *Interjurisdictional Support Order Act*, or other reciprocal maintenance hearings, delivered to the ordering party within fourteen (14) Business Days after the transcript is ordered;
 - iv. where it is a transcript of a preliminary inquiry, delivered to the ordering party within twenty two (22) Business Days after the transcript is ordered; or

- v. in any other case, delivered to the ordering party within twenty two (22) Business Days after the transcript is ordered;
- (o) "Proceeding" means an action, suit, case, matter, appeal or originating application, whether civil or criminal, heard before the Supreme Court or the Provincial Court;
- (p) "Provincial Court" means the Provincial Court of British Columbia;
- (q) "Second Party Order" means the second or subsequent order placed by any person for a Transcript or portion of a Transcript (paper copy, electronic or both) where the Transcript has already been produced or is in the process of being produced by the Contractor, another transcription firm or an Authorized Reporter;
- (r) "Service Area" means the area in which the Contractor has been retained to provide the Services;
- (s) "Supreme Court" means the Supreme Court of British Columbia;
- (t) "Transcriber" means the individual who prepares the Transcript on behalf of the Contractor and includes a Sub-Contractor or employee of the Contractor, as the case may be;
- (u) "Transcript" means the Transcript produced and distributed pursuant to this Schedule and includes Ordinary Transcripts, Delayed Transcripts, Expedited Transcripts, and Daily Transcripts;
- (v) "Transcription Manual" means the British Columbia Courts Transcription Manual located at http://www.ag.gov.bc.ca/courts/other/transcription/contractor/court_transcription_manual.pdf, as amended from time to time by the Ministry;
- (w) "Transcript Order Form" means the form provided by the Ministry to be used to order Transcripts from the Ministry, as amended from time to time.

GENERAL

- 3.1 The Contractor acknowledges that there is no guaranteed volume of Transcripts under this Agreement, and that the volume of requests for Transcripts may not remain constant.
- 3.2 The Contractor will have the right, exclusive of any other transcription firm, to preparation of Transcripts of Proceedings within the Service Area.
- 3.3 The Contractor will provide the Services in **Service Area 3.0 South Fraser District and North Fraser District, Provincial Court as Service Area 4.0**
- 3.4 The Contractor acknowledges that the Court Registry may refuse to certify a Transcript or portions of a Transcript as the Official Transcript where that Transcript or portions thereof do not meet the standards set out in this Schedule, including the Transcription Manual, applicable legislation and law.

THE MINISTRY

- 4.1 The Ministry will provide the Contractor's contact information to individuals who wish to order Transcripts of Proceedings.
- 4.2 If an Authorized Reporter has been retained by any of the parties to a Proceeding, the Ministry reserves the right to obtain Transcripts from that Authorized Reporter.
- 4.3 Despite section 3.2 of this Schedule, the Ministry reserves the right to:
 - a. in limited circumstances (such as pursuant to a judicial order), and at its sole discretion, provide copies of Transcripts prepared by the Contractor to other persons;
 - b. retain the services of another Contractor where the Ministry determines, in its sole discretion, that circumstances require it; and
 - c. retain the services of an Authorized Reporter for creating a Transcript in respect of Supreme Court civil proceedings.

TRANSCRIPT ORDERS

- 5.1 The provisions in sections 5.2 to 5.13 apply to Transcripts requested by and created for any person, including a person who is not a party to this Agreement.
- 5.2 When requesting access to a Digital Audio Recording, the Contractor must ensure that the ordering party is authorized to obtain the Transcript in accordance with Judicial Records Access Policies and the applicable law.
- 5.3 The Contractor must not provide a Transcript to an ordering party, unless the Contractor has determined that the ordering party is authorized to obtain the Transcript in accordance with Judicial Records Access Policies and the applicable law.
- 5.4 Unless otherwise instructed by the Court Registry, the Contractor must inform an ordering party if a First Party Order has been received for the requested Transcript.

- 5.5 Unless an Authorized Reporter has attended the Proceedings that are the subject of an order for Transcripts, upon request, the Contractor must prepare English Language Transcripts in accordance with the Transcription Manual, applicable legislation, law, and Rules of Court and in accordance with the terms and conditions of this Agreement.
- 5.6 Subject to section 5.2, on receiving an order for a Transcript, the Contractor must:
- check its database to ensure that the Transcript ordered has not already been prepared in full or in part;
 - order Transcripts using the appropriate order form;
 - confirm the Transcript delivery date with the ordering party;
 - inform the ordering party and the manager of the Court Registry of any anticipated delay and any revised delivery date as soon as possible;
 - for First Party Orders, request and pick up or access the appropriate Digital Audio Recording, log notes and additional material from the Court Registry;
 - if the Contractor is receiving Material from the Court Registry, pick it up in person or via courier;
 - prepare and proofread the Transcripts in accordance with the standards set out in the Transcription Manual;
 - edit Transcripts, as required by a judge;
 - ensure that the Transcriber certifies the Transcripts as "true and accurate";
 - copy Transcripts in sufficient numbers and bind them, if requested;
 - provide an electronic copy of the Transcript on the requested Digital Storage Device format;
 - label any Digital Storage Device according to the standards set out in the Transcription Manual;
 - deliver Transcripts within the time limits as specified by the ordering party; and
 - deliver the original Transcript to the Court Registry.
- 5.7 Upon completion of the final Transcript, the Contractor must:
- delete any electronic files received by the Court Registry for use in the preparation of the Transcript as soon as practicable; and
 - return the Digital Audio Recording and any other material used in the preparation of the Transcript to the Court Registry as soon as practicable.
- 5.10 Where the Contractor receives a request for:
- oral reasons for judgment,
 - oral reasons for sentencing,
 - oral rulings, or
 - oral charges to the jury ("Judge Approved Transcripts")
- the Contractor must comply with the Transcription Manual and any written instructions and procedures issued by the Ministry from time to time.
- 5.11 The Contractor acknowledges that the production of Judge Approved Transcripts may take additional time, as the Supreme Court and Provincial Court Judiciary reserve the right to edit Judge Approved Transcripts before they are released.
- 5.12 Where the Contractor receives a request for a Judge Approved Transcript, the Contractor will provide the draft of the Judge Approved Transcript to the Registry within five (5) days of receiving the order; the Registry will then forward the Transcript to the appropriate Judicial Administrative Assistant.
- 5.13 The Contractor must not use the Material for any purpose other than creating a Transcript pursuant to a Transcript order.

Certification of transcript accuracy and completeness

- 6.1 The Contractor must require each Transcriber who transcribes a portion of any Proceedings to certify the accuracy and completeness of the portion of the Transcript that the Transcriber completed.
- 6.2 In the circumstance where a Transcript is created by more than one Transcriber, the Contractor must ensure that each Transcriber has certified that his or her portion of the Transcript is complete and accurate.

Change to or cancellation of Transcript or Transcript order

- 7.1 The Contractor must, upon receiving notice of a change to or cancellation of a Transcript order
- immediately provide written notification to the Court Registry of any change to or cancellation of the Transcript order; and

- b. return to the Court Registry all Digital Audio Recordings, copies of log notes and any other material provided by the Court Registry.
- 7.2 The Contractor acknowledges that, after it has received a cancellation notification, any Transcript prepared in relation to the Proceedings will not be certified by the Court Registry as the Official Transcript, regardless of when it is completed.
- 7.3 If the final Transcript includes more of the Proceedings than were originally requested in the Transcript Order Form, the Court Registry will not certify those extra portions as the Official Transcript.

MATERIAL PROVIDED BY COURT REGISTRY

- 8.1 On receiving an order for a Digital Audio Recording in respect of a Proceeding, if the Court Registry
- a. does not have a Transcript in the file for that Proceeding or portion of that Proceeding, and
 - b. is not aware of any previous order for a Transcript for that Proceeding,
- and if the Contractor has confirmed that
- c. the ordering party is authorized to obtain a Transcript in accordance with Judicial Records Access Policies and the applicable law, and
 - d. the Transcript ordered has not already been prepared in full or in part,
- the Court Registry will provide the Contractor with
- e. a Digital Audio Recording of the Proceedings;
 - f. a copy of the relevant sections of the log notes including counsel names and initials;
 - g. in criminal cases, a copy of the indictment and exhibit list if the logging notes do not contain a description of the exhibit; and
 - h. any extra copies of reference material which the court clerk may have obtained during the Proceeding.
- 8.2 The Contractor is solely responsible for all costs associated with
- a. picking up and returning the Digital Audio Recording and any materials required for the preparation of the Transcript; and
 - b. distributing the Transcript to the Court Registry and the ordering party or parties.
- 8.3 At the request of the Contractor, the Court Registry will provide the name and telephone number of the transcription firm or Authorized Reporter that has already placed an order for or produced a Transcript in relation to a Proceeding.
- 8.4 If the Contractor requests material from the Court Registry for preparation of Transcripts for an appeal, the Contractor must retain all material until the Transcripts are filed with the Court of Appeal.
- 8.5 In the event that the Court Registry provides the Contractor with the incorrect Digital Audio Recording as a result of a mistake on its part, the correct Digital Audio Recording will be provided to the Contractor at the Ministry's expense.

DIGITAL AUDIO RECORDINGS

- 9.1 When requesting a Digital Audio Recording from the Court Registry, the Contractor must, where a Transcript order is made
- a. on behalf of Legal Services Branch, Court Services Branch, or Criminal Justice Branch, use the Transcript Order Form; or
 - b. in respect of Judge Approved Transcript from a Proceeding in Supreme Court, use the Finalization and Distribution of Oral Reasons Transcript Request Form
- as either are amended from time to time.
- 9.2 If the Contractor determines, after a careful and thorough review, that portions of the Digital Audio Recording are inaudible, the Contractor must inform the Court Registry of the sections that are inaudible. The Court Registry will review the section and provide the Contractor with another copy of the Digital Audio Recording.
- 9.3 If the Contractor is unable to complete a Transcript due to the quality of the Digital Audio Recording or lack of information provided, the Court Registry may, at its sole discretion:
- a. negotiate a higher price with the Contractor to compensate for additional time spent on the Transcript;
 - b. cancel the order, pay for pages completed, and have the Transcript prepared by another firm; or
 - c. pay for pages completed and deal with the matter as appropriate.
- 9.4 If the Transcript cannot be produced, the manager of the Court Registry will inform the ordering party of their rights under s.7 of the *Sound Recording Regulations*.

Transcripts produced by more than one transcription firm or authorized reporter

- 10.1 If the Contractor accepts an order for a Transcript which requires the inclusion of a portion of a Transcript previously prepared by another transcription firm or Authorized Reporter, the Contractor must obtain those previously prepared portions of the Transcript from the firm or individual who prepared them and integrate the material into one Transcript.
- 10.2 If the Contractor receives a request from another transcription firm for portions of a Transcript that the Contractor has already produced, on payment of the applicable fee, the Contractor must provide those Transcripts to the firm in either paper or electronic form, whichever is requested, within five (5) Business Days of the request.

TRANSITIONAL

- 11.1 If the Contractor receives a Second Party Order for a Transcript where the First Party Order for the Transcript was or is being completed by an Authorized Reporter or transcription firm other than the Contractor (the "Initial Transcriber"), the Contractor must acquire the Transcript from the Initial Transcriber and then provide the Transcript to the ordering party.
- 11.2 If the Initial Transcriber is unwilling or unable to provide the Contractor with the Transcript at a reasonable rate, the Ministry will provide a copy of the Transcript, if available, upon payment of the copy rate fee specified in Appendix C, Schedule 1, Item 18 of the Supreme Court Civil Rules.
- 11.3 The maximum rate the Contractor will be entitled to charge the ordering party for a Second Party Order under section 11.1 or 11.2 is the applicable Second Party rate set out in Schedule B.
- 11.4 If the Initial Transcriber is currently under contract with the Ministry to provide Services in another Service Area and if the Contractor and the Initial Transcriber agree, the Contractor may direct the Second Party Order to the Initial Transcriber.

IN CAMERA PROCEEDINGS AND SEALED FILES

- 12.1 The Contractor must not produce Transcripts of in camera Proceedings or Proceedings in which the court files have been sealed unless ordered to do so by the presiding judge or the Chief Judge.
- 12.2 If the Contractor receives a Digital Storage Device or accompanying log notes with references to in camera Proceedings or sealed files,
 - a. the Contractor must receive written confirmation from the Court Registry that the Contractor may proceed with the Transcript before proceeding with the Transcript order; or
 - b. where confirmation is not provided, the Contractor must return the Digital Storage Device to the Court Registry.

APPEALS

- 13.1 The Contractor acknowledges that it does not have exclusive rights to prepare an appeal book or copies of a Transcript required for an appeal, but must do so if requested.
- 13.2 The Contractor must file the original Transcript with the Court Registry where the matter is being appealed.
- 13.3 If requested, the Contractor must provide the ordering party with an electronic copy of the Transcript.

COMPLAINT RESOLUTION

- 14.1 Where a complaint is received by the Ministry or the Contractor about the Services provided pursuant to this Agreement and the complaint cannot be resolved, the Ministry may issue directions to the Contractor respecting the complaint and the Contractor must comply with any such direction.
- 14.2 In all cases where the Contractor receives a written complaint, the Contractor must provide a copy of the letter to Manager of Financial Administration in the Service Area where the complaint was received.
- 14.3 Where a dispute arises between the Contractor and another transcription firm concerning entitlement to produce a Transcript, entitlement will be determined by the Court Registry.

REPORTING REQUIREMENTS

- 15.1 The Contractor must provide a semi-annual report for each Service Area in which it provides Services in the form set out by the Province by the following dates:

- a. April 15, 2017, for the period from October 1, 2016 to March 31, 2017,
 - b. October 15, 2017, for the period from April 1, 2017 to September 30, 2017,
- the date specified by us, for each six-month period that the Agreement may be extended.

- 15.2 The report in section 15.1 must be sent to
- Director, Financial Management & Administration
Court Services Branch, Ministry of Justice 6th Floor, 850 Burdett Ave.,
PO Box 9249 STN PROV GOVT,
Victoria, B.C., V8W 9J2

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

The Contractor may not charge in excess of rates set out below for Services provided to any person, whether a party to this Agreement or not, without the Ministry's prior written approval.

2. FEES:

Rate per Unit/Deliverable

Service Area 3.0 – South Fraser District

Basic Transcript Rates - (47 line Transcripts)		Price per Page
Daily Transcript - First Party Paper (including one electronic copy)		\$ 9.50
Daily Transcript - Second Party Paper (including one electronic copy)		\$ 2.50
Expedited Transcript - First Party Paper (including one electronic copy)		\$ 8.50
Expedited Transcript - Second Party Paper (including one electronic copy)		\$ 2.50
Ordinary Transcript - First Party Paper (including one electronic copy)		\$ 7.25
Ordinary Transcript - Second Party Paper (including one electronic copy)		\$ 2.50
Delayed Transcript - First Party Paper (including one electronic copy)		\$ 6.75
Delayed Transcript - Second Party Paper (including one electronic copy)		\$ 2.50
Same Party Paper copy		\$.60
Providing Colour Copies for Appeal Books		\$ 1.00
Providing an Electronic copy after the delivery of the Transcript. Please note, the electronic copy, if provided with the Transcript is included in the Transcript Fee.		\$.60

Basic Transcript Rates Judge Approved Transcripts (27 line Transcripts):	
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and Oral Jury Charges (including one electronic copy)	\$ 4.75
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing (including one electronic copy)	\$ 4.75
Supreme Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing and, Oral Jury Charges Second Party Rate (including one electronic copy)	\$ 2.25
Provincial Court: Preparation of Oral Rulings, Oral Reasons for Judgement or Sentencing – Second party Rate (including one electronic copy)	\$ 2.25
Additional editing as required by the judge Note: editing does not include converting a 27 line transcript into a 47 line transcript	\$ 1.00

APPEALS:

As described below, the foregoing basic Transcript rates will apply to Transcripts and appeal books required for appeals in Supreme Court and the Court of Appeal.

Transcripts:

Evidence and material which has not been previously transcribed (including cover, frontispiece and index) (includes one electronic copy)	Applicable First Party Paper Rate
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Evidence which has been previously transcribed for the same party (includes one electronic copy)	Same Party Paper Copy Rate
Evidence which has been previously transcribed for another party (includes one electronic copy)	Applicable Second Party Paper Rate
Additional paper copies (if requested)	Same Party Paper Copy Rate

Appeal Books:	
Material obtained from the court registry or counsel	Same Party Paper Copy Rate
Material not previously transcribed (including cover, frontispiece and index) (includes electronic copy)	Applicable First Party Paper Rate
Additional copies	Same Party Paper Copy Rate

1. Where the Ministry is the first party ordering a Transcript, the Ministry will pay the First Party Transcript rate and the same party paper copy rate for all further paper copies.
2. Where the Ministry orders a Transcript of a Proceeding under a Second Party Order and has submitted the order form to the Contractor before the end of Business Day on which the First Party Order was placed, the Ministry will pay the same party copy rate, not the second party rate.
3. The First Party rate includes the original Transcript filed with the Court Registry or the appeal court registry, as the case may be, and one copy provided to the ordering party in paper or electronic format, or both.

3. EXPENSES:

None.

4. STATEMENTS OF ACCOUNT:

1. For purposes of billing for Transcripts, each of the following branches of the Ministry are considered to be a separate party:
 - (a) Crown Counsel (Criminal Justice Branch);
 - (b) Legal Services Branch; and
 - (c) Court Services Branch.
2. In order to obtain payment of any fees under this Agreement, the Contractor must deliver to the relevant Branch of the Ministry that requested the Transcript a written statement of account in a form containing:
 - (a) the Contractor's legal name and address;
 - (b) the date of the invoice;
 - (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
 - (d) an accurate and detailed description of the Services provided, indicating what was transcribed;
 - (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
 - (f) a description of this Agreement to which the statement relates;
 - (g) attached completed order forms.
 - (h) a statement or invoice number for identification; and
 - (i) any other billing information reasonably requested by the Province.
3. When delivering a Transcript ordered by the Ministry, the Transcript Order Form must accompany the Transcript and must bear any confirmations received from the Court Registry.
4. Where the Ministry orders a Transcript on behalf of Correctional Services Canada, the Contractor must invoice Correctional Services Canada for the Transcript ordered. The Court Registry will provide contact information for Correctional Services Canada.

5. PAYMENTS DUE:

Within 45 days of the Province's receipt of the Contractor's written invoice or Transcript, whichever is later, 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.

The method of payment will be by direct deposit to the Contractor's account at a Financial Institution of the Contractor's choice. The Ministry will provide the Contractor with a statement showing the invoice number included in each direct deposit.

Schedule D – Insurance

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

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

- 25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Appendix 4 – Minimum Security Requirements and Encryption

Minimum Security Requirements for Operating an SFTP Server or Shared File Server

- 1.1 The Contractor must not use e-mail/SFTP unless secure provisions are approved in writing by the Ministry.
- 1.2 If a Contractor uses an SFTP server or shared file server for distributing electronic copies of
 - a. the Transcript,
 - b. digitally recorded evidence from Proceedings, or
 - c. any other material that has been produced, received or acquired for preparation of the Transcriptthe SFTP server or shared file server must provide file-level encryption with per-user authorization for access to the encrypted files.
- 1.3 Electronic copies of the Transcript, copies of digitally recorded evidence from Proceedings, and any material that has been produced, received or acquired for preparation of the Transcript must have Ministry approved authentication and encryption as set out under "Encryption" below.
- 1.4 There must be audit logs for file access, as well as procedures and resources allocated to do the audit and regular verification that the audit on the SFTP server or shared file server and digital audio recordings.
- 1.5 The Ministry reserves the right to request a copy of the Contractor's audit logs to ensure the stated security is being adhered to on the Contractor's SFTP server or shared file server.
- 1.6 Prior to using an SFTP server or shared file server, the Contractor must provide the Ministry with details as to:
 - a. the type of server being used;
 - b. what is the server used for;
 - c. what security measures have been taken to ensure the security of the audio; and,
 - d. any other relevant information pertaining to network and server security.
- 1.7 It is in the sole discretion of the Ministry as to what types and levels of security are required to operate an SFTP server or shared file server. The Contractor must receive written approval from the Ministry before the Contractor can operate the SFTP server or shared file server.

Encryption

- 2.1 The Ministry endorses and supports the current OCIO standard for encryption.
- 2.2 The Court Registry may encrypt the audio when it is copied to a Digital Storage Device for pick up by the Contractor. The Contractor may be required to encrypt the Digital Audio Recording whenever it is transferred from the Contractor to a Transcriber and from the Transcriber to the Contractor. It is expected that the Contractor will use the same software as the Ministry to encrypt digital audio recordings for distribution to a Transcriber. Written approval from the Ministry must be received before the Contractor can use different software for encryption between the Contractor and Transcriber. The Ministry has the sole discretion as to the acceptability of the encryption software.

Appendix 5 – Criminal Record Checks

- 1.1 The Contractor must provide the Ministry's Court Services Branch with a completed criminal record check (CRCs) on all persons involved in the transcription and safeguarding of evidence from Proceedings, including the Contractor's principals, employees and any Sub-contractors. CRCs include, at a minimum, provision of a local Canadian Police Information Centre (CPIC) check.
- 1.2 If an individual is identified as in the Canadian Police Identification system further testing may be required. The individual will be contacted if there are negative results and if they so choose to continue will require confirmation by submission of fingerprints.
- 1.3 At the sole discretion of the Ministry, further security screening in addition to or instead of the CRC may be required. Any further security screening, standards for approval, or related requirements will be provided in writing by the Ministry.
- 1.4 The CRCs must be satisfactory to the Ministry and be provided before an individual performs the Services under this Contract.
- 1.5 Any costs incurred to obtain CRCs are the sole responsibility of the Contractor.