



SHORT-FORM GENERAL SERVICE AGREEMENT dated for reference April 8, 2016

BETWEEN: Deetken Enterprises, Inc.

(the "Contractor")

Address: 501 - 1755 West Broadway

Vancouver, B.C.

V6J 4S5

Fax Number: (604)736-2246

Email Address:

Website: deetken.com

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

The Minister of Jobs, Tourism and Skills Training and Responsible for Labour

(the "Province")

Address: 450 - 605 Robson Street, Vancouver, B.C. V6B 5J3

Fax Number: (604)660-4092

Email Address:

(each, a "party" and collectively the "parties")

THIS AGREEMENT INCLUDES:

- The terms and conditions set out on pages 1 - 3
- SCHEDULE A - SERVICES
- SCHEDULE B - FEES AND EXPENSES

The Province wishes to retain the Contractor to provide the services specified in Schedule A (the "Services"), in consideration for the remuneration set out in Schedule B, on the terms and conditions set out in this Agreement. As a result, the Province and the Contractor agree as follows:

1 SERVICES AND TERM

- 1.1 The Contractor must provide the Services in accordance with this Agreement. The Contractor must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 The Contractor must comply with any reasonable instructions (in writing or otherwise) given from time to time by the Province to the Contractor as to the performance of the Services.
- 1.6 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor in connection with providing the Services.
- 1.7 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.
- 2.2 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 as described in Schedule B.
- 2.3 The Province may withhold from any payment due to the Contractor an amount sufficient to indemnify the Province against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
- 2.4 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.
- 2.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 2.6 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.

3 INDEMNITY

- 3.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damage awards, actions, causes of action, costs or 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 directly or indirectly caused or contributed to by any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors in connection with this Agreement.

2 PAYMENT

- 2.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor the fees and any expenses and applicable taxes described in Schedule B. The Province is not obliged to pay the Contractor more than the "Maximum Amount" specified in Schedule B.



4 MATERIAL & FURTHER OBLIGATIONS

- 4.1 In this Agreement, "Material" means records (as defined in the *Interpretation Act*) and other material, whether complete or not, that the Contractor produces or receives from the Province as a result of this Agreement. "Incorporated Material" means any material owned solely by the Contractor that is embedded or incorporated into the Material by the Contractor.
- 4.2 The Contractor must not include in any Material produced by the Contractor, or otherwise provide to the Province, any material owned by a third-party.
- 4.3 The Province exclusively owns all property rights (including all intellectual property rights) in the Material, other than any intellectual property rights in any Incorporated Material. The Contractor must deliver any Material to the Province immediately upon the Province's request.
- 4.4 Upon any Incorporated Material being embedded or incorporated into the 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 exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 4.4(a).
- 4.5 Upon the Province's request in relation to any Material produced by the Contractor, 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) may have in such Material and that confirm the vesting in the Province of the copyright in any such Material.
- 4.6 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor (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; or
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement.
- 4.7 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 make any public announcement relating to this Agreement.
- 4.8 The Contractor must maintain time records and other documentation in support of fees and expenses in relation to this Agreement, in form and content satisfactory to the Province and for a period of not less than seven years after this Agreement ends.
- 4.9 Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Contractor is responsible for obtaining and maintaining during the Term any insurance that:
- (a) it is required to have by law, and
 - (b) a prudent person providing services similar to the Services in British Columbia would hold to cover the risks or potential risks that may arise as a result of entering into this Agreement.
- 4.10 Without limiting the generality of section 1.7, the Contractor must 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.
- 4.11 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.
- 4.12 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 4.10 and 4.11.
- 4.13 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not an employee, partner or agent of the Province. The Contractor must not act or purport to act contrary to this section, including by not committing or purporting to commit the Province to pay any money. The Contractor must not do anything that would result in the Contractor's personnel being considered employees of the Province.
- 4.14 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights and obligations under this Agreement.
- 4.15 The Contractor must not subcontract any of the Contractor's obligations under this Agreement.
- 4.16 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.

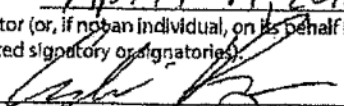
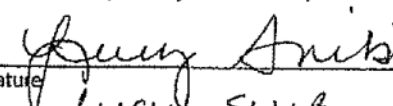
5 TERMINATION

- 5.1 The Province may terminate this Agreement for any reason, by giving at least 10 days' written notice of termination to the Contractor.
- 5.2 If the Contractor fails to perform any of its obligations under this Agreement, the Province may terminate this Agreement immediately by giving written notice to the Contractor. Nothing in this section limits the Province's ability to pursue any other available remedies or actions.

**6 GENERAL**

- 6.1 All disputes arising out of or in connection with this Agreement must, if the parties cannot resolve the dispute through collaborative negotiation within 15 business days of the dispute arising, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its *Domestic Commercial Arbitration Shorter Rules of Procedure* and held in Victoria, British Columbia.
- 6.2 To be effective, notice given or provided under sections 4.14, 5.1, 5.2 or 6.2 must be in writing and delivered:
- by fax to the addressee's fax number specified on the 1st 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;
 - by hand to the addressee's address specified on the 1st page of this Agreement, in which case it will be deemed to be received on the day of delivery; or
 - by prepaid post to the addressee's address specified on the 1st page of this Agreement, in which case if mailed during a period when normal postal services prevail, it will be deemed to be received on the 5th business day after its mailing.
- Either party may from time to time give notice to the other party of a substitute address or fax number for purposes of this section.
- 6.3 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.
- 6.4 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.
- 6.5 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.
- 6.6 Sections 1.6, 1.7, 2.1 to 2.4, 3.1, 4.2 to 4.6, 4.8, 4.9, 4.12, 4.13, 5.2, 6.1, 6.2, 6.6, any accrued but unpaid payment obligations, and any other sections of this Agreement 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.
- 6.7 The schedules to this Agreement (including any documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 6.8 Time is of the essence in this Agreement and will remain of the essence after any modification of this Agreement, whether or not expressly restated.
- 6.9 A provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a Schedule, and a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a Schedule.
- 6.10 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 the exercise by the Province or its agencies of any power or duty.
- 6.11 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.
- 6.12 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.
- 6.13 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.
- 6.14 In this Agreement:
- unless the context otherwise requires, (i) references to sections by number are to sections of this Agreement and (ii) words expressed in the singular include the plural and vice versa;
 - unless otherwise specified, a reference to a statute means the statute of British Columbia by that name, as amended or replaced from time to time;
 - the headings have been inserted for convenience of reference only; and
 - "person" includes an individual, partnership, corporation or legal entity of any nature.

EXECUTION AND DELIVERY OF AGREEMENT: 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 6.2 or any other method agreed to by the parties. The parties have executed this Agreement as follows:

<p>SIGNED on <u>April 11, 2016</u> by the</p> <p>Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories).</p> <p></p> <p>Signature(s)</p> <p><u>Andre Powell</u></p> <p>Print Name(s)</p> <p><u>CEO</u></p> <p>Print Title(s)</p>	<p>SIGNED on <u>April 11, 2016</u> on behalf</p> <p>of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Lucy Swib</u></p> <p>Print Name</p> <p><u>DIRECTOR,</u></p> <p>Print Title</p>
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SCHEDULE A - SERVICES

Ministry Contract No. SC 17-IU-001-GSA

PART 1. TERM:

1. The term of this Agreement commences on April 11, 2016 and ends on May 6, 2016, unless terminated earlier in accordance with this Agreement.

PART 2. SERVICES:

Services / Deliverables / Milestones

1. The Contractor must:

Prepare, facilitate and document the outcomes of a meeting between executives of the Ministry of Jobs, Tourism and Skills Training (MJTST) and Ministry of Social Development and Social Innovation (MSDSI) to:

- 1) promote an improved mutual understanding of each Ministry's funding portfolio related to labour market attachment programming for newcomers to Canada;
- 2) explore opportunities to jointly leverage provincial resources through improved strategic coordination and potential alignment of programs and / or resources;
- 3) consider opportunities created by the new federal landscape that may improve labour market services for newcomers and identify potential changes that may impact current programming; and
- 4) identify opportunities to improve program alignment that may require federal support and could be brought to the attention of the Federal Government.

Services and deliverables will include:

Agenda development and planning: The contractor, in collaboration with representatives designated by the Ministries, will develop an agenda and format/structure for the meeting. This process will also confirm any required resources for participant review prior to or during the session. The contractor will deliver a draft agenda, discussion format or facilitation guide for the meeting to the Ministry for approval on or before April 20, 2016.

Facilitation of the meeting (tentatively dated April 26, 2016): The contractor will facilitate the meeting, including any potential breakout groups.

Note-taking: The contractor will ensure key meeting outcomes are recorded.

Preparation of a summary document: The contractor will deliver a first draft of a short (3 to 5 page) summary document based on the outcomes of the meeting for Ministry review on or before April 28, 2016. The contractor will then incorporate revisions on the basis of feedback from meeting participants and deliver a final summary document by May 6, 2016.

Reporting requirements:

2. The Contractor must:

The contractor will report on activities and discuss issues with key Ministry personnel via phone or email as and when required during the term of the contract.

PART 3. RELATED DOCUMENTATION:

Not applicable



PART 4. KEY PERSONNEL:

1. The Contractor must cause the following individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing:

(a) Kristiana Powell

(b) Mark Gillis

2. The Province's key personnel are:

(a) Lucy Swib, Director, Immigration Programs Branch, JTST



SCHEDULE B - FEES AND EXPENSES

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$5,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on such fees and expenses).

2. FEES:

The maximum amount of Fees for this agreement is \$5,000.00

Fees: \$5,000.00 for performing the Services during the Term.

3. EXPENSES:

Not Applicable

4. STATEMENTS OF ACCOUNT:

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

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

5. PAYMENTS DUE:

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

**SHORT-FORM GENERAL SERVICE AGREEMENT** dated for reference **September 29, 2015**

BETWEEN: Deetken Enterprises Inc. dba The Deetken Group (the "Contractor")

Address: Suite 501-1755 W. Broadway

Vancouver, BC

V6J 4S5

Fax Number:

Email Address: apowell@deetken.com

Website: <http://www.deetken.com/>

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

The Minister of Jobs, Tourism and Skills Training and Responsible for Labour (the "Province")

Address: 1106 Cook Street, Victoria, BC, V8W 9E6

Fax Number:

Email Address: Michael.R.Turner@gov.bc.ca

(each, a "party" and collectively the "parties")

THIS AGREEMENT INCLUDES:

- The terms and conditions set out on pages 1 - 3
- SCHEDULE A - SERVICES
- SCHEDULE B - FEES AND EXPENSES

The Province wishes to retain the Contractor to provide the services specified in Schedule A (the "Services"), in consideration for the remuneration set out in Schedule B, on the terms and conditions set out in this Agreement. As a result, the Province and the Contractor agree as follows:

1 SERVICES AND TERM

- 1.1 The Contractor must provide the Services in accordance with this Agreement. The Contractor must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
- 1.2 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.
- 1.3 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.
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- 1.5 The Contractor must comply with any reasonable instructions (in writing or otherwise) given from time to time by the Province to the Contractor as to the performance of the Services.
- 1.6 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor in connection with providing the Services.
- 1.7 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.
- 2.2 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 as described in Schedule B.
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- 2.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 2.6 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.

3 INDEMNITY

- 3.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damage awards, actions, causes of action, costs or 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 directly or indirectly caused or contributed to by any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors in connection with this Agreement.

2 PAYMENT

- 2.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor the fees and any expenses and applicable taxes described in Schedule B. The Province is not obliged to pay the Contractor more than the "Maximum Amount" specified in Schedule B.

4 MATERIAL & FURTHER OBLIGATIONS

- 4.1 In this Agreement, "Material" means records (as defined in the *Interpretation Act*) and other material, whether complete or not, that the Contractor produces or receives from the Province as a result of this Agreement. "Incorporated Material" means any material owned solely by the Contractor that is embedded or incorporated into the Material by the Contractor.
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- 4.4 Upon any Incorporated Material being embedded or incorporated into the 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 exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 4.4(a).
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- 4.11 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.
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- 4.14 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights and obligations under this Agreement.
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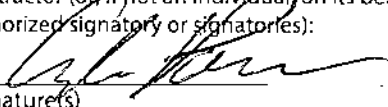
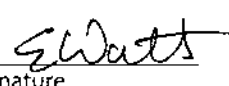
5 TERMINATION

- 5.1 The Province may terminate this Agreement for any reason, by giving at least 10 days' written notice of termination to the Contractor.
- 5.2 If the Contractor fails to perform any of its obligations under this Agreement, the Province may terminate this Agreement immediately by giving written notice to the Contractor. Nothing in this section limits the Province's ability to pursue any other available remedies or actions.

6 GENERAL

- 6.1 All disputes arising out of or in connection with this Agreement must, if the parties cannot resolve the dispute through collaborative negotiation within 15 business days of the dispute arising, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its *Domestic Commercial Arbitration Shorter Rules of Procedure* and held in Victoria, British Columbia.
- 6.2 To be effective, notice given or provided under sections 4.14, 5.1, 5.2 or 6.2 must be in writing and delivered:
- by fax to the addressee's fax number specified on the 1st 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;
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- 6.9 A provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a Schedule, and a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a Schedule.
- 6.10 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 the exercise by the Province or its agencies of any power or duty.
- 6.11 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.
- 6.12 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.
- 6.13 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.
- 6.14 In this Agreement:
- unless the context otherwise requires, (i) references to sections by number are to sections of this Agreement and (ii) words expressed in the singular include the plural and vice versa;
 - unless otherwise specified, a reference to a statute means the statute of British Columbia by that name, as amended or replaced from time to time;
 - the headings have been inserted for convenience of reference only; and
 - "person" includes an individual, partnership, corporation or legal entity of any nature.

EXECUTION AND DELIVERY OF AGREEMENT: 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 6.2 or any other method agreed to by the parties. The parties have executed this Agreement as follows:

SIGNED on September 28, 2015	by the	SIGNED on Oct 5, 2015	on behalf
Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):		of the Province by its duly authorized representative:	
			
Signature(s)		Signature	
Andre Powell		Eben Watt	
Print Name(s)		Print Name	
Managing Partner		Director, Workforce Mobility	
Print Title(s)		Print Title	



SCHEDULE A - SERVICES

PART 1. TERM:

1. The term of this Agreement commences on September 29, 2015 and ends on October 31, 2015, unless terminated earlier in accordance with this Agreement.

PART 2. SERVICES:

Services / Deliverables / Milestones

1. The Contractor must:

provide writing, editing and revision services under the guidance of the Province for the content of following web pages:

<http://www.welcomebc.ca/Work/work-in-bc.aspx>

<http://www.welcomebc.ca/Work/fqr.aspx>

<http://www.welcomebc.ca/Work/fqr/fqr-assessment.aspx>

<http://www.welcomebc.ca/Work/fqr/fqr-before-you-come.aspx>

The contractor must also provide original writing services for the development of content of three short (<400 words) web pages titled:

Why Choose BC

Explore BC

Success Stories

These new pages will provide context for links embedded within, that will be provided by the Province.

All writing will be provided to the Province in Microsoft Word (.doc(x)) format.

Reporting requirements:

2. The Contractor must:

Maintain close communication with the Province as the direction of the creation of content, as well as external links, will be provided by the Ministry.

Drafts of the writing material will be due on October 20, 2015 as they will need government approval and final revisions by October 30, 2015.

Invoice will be due after October 31, 2015 and should specify the number of hours billable to this project.

PART 3. RELATED DOCUMENTATION:

Not applicable

PART 4. KEY PERSONNEL:

1. The Contractor must cause the following individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing:

Not Applicable

2. The Province's key personnel are:

(a) Mike Turner, Project Manager, Foreign Qualifications Recognition

**SCHEDULE B - FEES AND EXPENSES****1. MAXIMUM AMOUNT PAYABLE:**

Maximum Amount: Despite sections 2 and 3 of this Schedule, **\$5,000.00** is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on such fees and expenses).

2. FEES:

The maximum amount of Fees for this agreement is \$5,000.00

Fees: at a rate of \$75.00 per hour for those hours during the
Term when the Contractor provides the Services.

	\$
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3. EXPENSES:

Not Applicable

4. STATEMENTS OF ACCOUNT:

In order to obtain payment of any fees and expenses under this Agreement for the specified contract term (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

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

5. PAYMENTS DUE:

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



Welcome

MODIFICATION AGREEMENT

THIS AGREEMENT dated for reference the 25th day of February, 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Jobs, Tourism and Skills Training and Responsible for Labour.

Workforce Development and Immigration Division
Suite 450 - 605 Robson Street
Vancouver, British Columbia V6B 5J3

(the "Province", "we", "us" or "our", as applicable)

OF THE FIRST PART

AND:

Deetken Enterprises, Inc. with the following specified address and fax number:

501 – 1755 West Broadway
Vancouver, B.C.
V6J 4S5
fax 604-736-2246

(the "Contractor", "you" or "your" as applicable)

OF THE SECOND PART

BACKGROUND

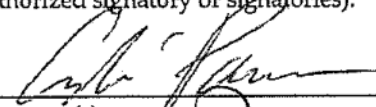
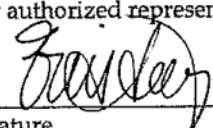
The parties entered into a General Service Agreement (Agreement) dated July 8th, 2015 (Agreement # C16-IECP-001-GSA).

AGREEMENT

The parties agree as follows:

A. The document attached to this Modification Agreement and entitled "Revised Schedule A" to the Service Agreement between the Province of British Columbia and Deetken Enterprises, Inc. replaces Schedule A attached to the Agreement, effective March 1st, 2016.

B. The document attached to this Modification Agreement and entitled "Revised Schedule B" to the Service Agreement between the Province of British Columbia and Deetken Enterprises, Inc. replaces Schedule B attached to the Agreement, effective March 1st, 2016.

<p>SIGNED on the <u>29</u> day of <u>Feb</u> February, 2016 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Andre Powell</u> _____ Print Name(s)</p> <p><u>CEO</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>29</u> day of February, 2016 on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>ERIN SEELEY</u> _____ Print Name</p> <p><u>EXECUTIVE DIRECTOR</u> _____ Print Title</p>
---	---

Revised Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 13, 2015 and ends on March 31, 2016

PART 2. SERVICES:

Outputs

The Contractor must:

1. Develop, coordinate, and deliver* five (5) facilitated regional sessions to bring together Employment Program of British Columbia service providers and immigrant settlement agencies, to discuss how to meet the needs of immigrant clients.
 - a. By mid-August 2015, facilitation and logistics plan for 5 regional sessions will be completed
 - b. By early to mid-October, a final plan with the dates, venues, participants, format and content, questions and potential case studies for discussion at the sessions will be completed and submitted to the Province for approval
 - c. From October 2015 to January 2016, regional sessions will be held in the following regions
 - Interior
 - North
 - Vancouver Island
 - Coastal
 - Fraser
 - d. Following completion of the regional sessions, a draft report will be completed in January 2016, summarizing the outcomes from the sessions, and a communique will be sent to participants and appropriate stakeholders, summarizing the project outcomes. Both the draft report and the communique will be submitted to the Province for approval

*The Contractor will be responsible for the logistics and costs related to the delivery of the regional sessions, including the A/V equipment, supplies, session materials or handouts, costs for rental of venues and catering for the regional sessions, and any travel costs for their personnel as well as reimbursement of travel-related costs for the invited participants to attend the regional sessions.
2. Develop four (4) training modules for WorkBC and immigrant settlement practitioners to increase their ability to work effectively with immigrant clients. Each training module will contain interactive on-line content that practitioners can access as needed.
 - a. By mid-August 2015, the scope for the four training modules will be completed and submitted to the Province for approval
 - b. By mid-January 2016, curriculum framework and training module content development will be completed and submitted to the Province for approval. Test environment hardware development and setup will be completed
 - c. By mid-February 2016 writing, production, and publication of audio and video content for all four training modules will be completed and submitted to the Province for approval
 - d. By early March 2016 an off-line test site for the training modules will be built, content will be uploaded, functionality will be monitored and errors reported, the test site will be

debugged as required, user acceptance testing scripts and results will be submitted to the Province for approval, and content will be integrated into the host Provincial site

3. Develop regional referral guidelines for community collaboration between EPBC service providers and immigrant settlement agencies, specific to each region and incorporating information gathered in the regional consultation sessions.
 - a. By mid-October 2015, a draft referral guideline template including options for draft content will be completed and submitted to the Province for approval
 - b. By mid-January 2016, feedback from regional sessions will be incorporated into the draft template and submitted to the Province for review
 - c. By mid-March 2016 a final version of the referral guidelines will be submitted to the Province for approval
4. Develop a Resource Kit summarizing resources that are developed from this project, including a synopsis of training models, generic service referral and coordination guidelines, and any other relevant resources and strategies to enhance immigrant employment services that may be identified at the regional discussion sessions or during the project. The tool kit is to be in soft copy format that can be made easily and broadly available to service agencies.
 - a. By the end of September 2015, subject matter experts and service delivery representatives will be consulted to provide input into the resource kit content
 - b. By early November 2015, an approach for the resource kit will be submitted to the Province for review
 - c. By early February 2016, a draft resource kit with completed content will be submitted to the Province for review
 - d. By mid-March 2016 the final resource kit will be submitted to the Province for review
5. Produce and send Communiques and Provide Project Updates:
 - a. Short summary reports after the regional sessions and other communiques on the project activities and outcomes to stakeholders
 - b. Information sheets that highlight facts about services for immigrants and cover subject matters that may arise from the regional discussions
 - c. Verbal presentation to the Project Steering Committee in Vancouver up to 6 times during the term of the Agreement.
6. Provide a gap analysis of employment services available for immigrant clients on the basis of information collected through the delivery of this project which will include:
 - a. Needs of immigrant client groups (determined by their employment status, immigration status, skills or language level) who are most likely to be ineligible for or unable to fully access employment-related services in BC, and highlighting feedback from service providers, employers and other community stakeholders
 - b. Preliminary options for addressing these service gaps, building on the findings from this project.

Inputs

The Contractor must provide a project team which as a whole has the following qualifications and expertise to develop, implement and manage the Project:

- Knowledge of employment services and immigrant settlement services in BC;
- Experience in managing a government service agreement similar to this;
- Experience in working with a project steering committee with diverse interests;
- Experience in developing and delivering on-line training resources;
- Experience in facilitating large and small group discussions amongst diverse stakeholders;

- Experience in working with practitioners from the employment service sector and immigrant service sector;
- Experience in developing and writing service referral protocols/guidelines and resource tool kits; and
- Individual members have the qualifications to perform their proposed role.

Outcomes

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

- WorkBC and settlement services staff gain a mutual understanding of the range of employment and settlement services available for immigrants.
- WorkBC staff develop capacity in cross-cultural communication and improved skills to support immigrant job seekers.
- The range of WorkBC services is better utilized by immigrants.
- Employment and settlement services are better coordinated at the local level, complimentary to each other and provide immigrant clients with improved access in their communities.
- Training resources are produced and utilized broadly by practitioners working with immigrant clients at immigrant settlement agencies and at WorkBC.

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

Reporting requirements

The Contractor must provide the Province with reports on activities and outcomes during the Term of the Agreement as follows:

- The Contractor will provide written monthly Progress Reports to assist the Province in understanding and verifying that all activities are proceeding as outlined under the Agreement.
- By early March 2016 the Contractor will submit the first draft of project report including recommendations for outcome measures and financial reports to the Province for review
- By late March 2016 the Contractor will submit final drafts of project and financial reports to the Province
- By the end of March 2016 the Contractor will submit final versions of project and financial reports to the Province, incorporating all feedback and edits. This final project report will include a summation of Project activities carried out during the agreement period containing the results of the Project, suggestions for outcomes measures and recommendations for future project evaluation, and a service gap analysis based on information gathered throughout this project. The financial report will outline planned and actual expenditures by output/deliverable.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Revised Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or

other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

2. The following are Appendices to this Schedule A:
Appendix 1 – Solicitation document excerpt ATTACHED
Appendix 2 – Proposal for an Employment Services Gap Analysis for Immigrant Clients based on the IECF Outcomes ATTACHED

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - a) André Powell, Project Manager
 - b) Mark Gillis, Regional Session Lead
 - c) Carl Black, Report Writer
 - d) Ana Mak, Research Lead
 - e) Michael Evans, Training Module Lead
 - f) Bruce Wilbee, Curriculum Developer
 - g) Mike Yeung, Technology Lead
 - h) Gwen MacBain, Logistics Coordinator
2. The Key Contact Personnel of the Province are as follows:
 - a) Vicki Chiu, Program Manager, Ministry of Jobs, Tourism and Skills Training
vicki.chiu@gov.bc.ca
 - b) Andy MacKenzie, Senior Advisor, Ministry of Social Development and Social Innovation
andy.mackenzie@gov.bc.ca

APPENDIX 1 – SOLICITATION DOCUMENT EXCERPT

4. Project Scope

4.1 Deliverables

The Ministry expects the following four key deliverables from this project:

4.1.1 Regional Sessions

The key deliverable of this project is to engage SDSI funded EPBC providers (WorkBC Employment Services Centres) and CIC/JTST funded settlement agencies in five (5) facilitated regional sessions across the province. The regional engagement sessions aim to bring the two sectors together for a discussion on how they will work together to meet the employment needs of immigrant clients at a local level. It is anticipated that one to two attendees from the 120 to 140 SDSI and JTST-funded agencies across the five (5) regions: Vancouver Island Region, Vancouver Coastal, Fraser Region, Interior Region, and the North will be represented in total. Approximately 60% of participants will need to travel to a centralized location selected for each of the five (5) regional sessions. These relationship building sessions are expected to:

- increase mutual understanding of the interplay of client services and supports provided by the employment and settlement service sectors,
- highlight best practices on referrals,
- clarify roles while acknowledging some acceptable overlaps,
- enhance service coordination between employment and settlement agencies, and,
- identify areas for collaboration at a local/regional basis.

The facilitated discussions must be intentional and solution-oriented, for example using a case study to engage the participants in a discussion regarding the smooth referral or transition of the client between services. It is expected that increased engagement and collaboration between agencies will be a key outcome of the sessions.

The successful Proponent will be responsible for:

- Developing a plan and guiding questions for the relationship building sessions with the above-mentioned objectives;
- Coordinating logistics for the five regional sessions including but not limited to:
 - Venue: book and pay for the venues in five regions, including catering, equipment costs and any supplies required to facilitate the regional sessions;
 - Attendance: coordinate total attendance at the five sessions of approximately 280 individuals representing 120 – 140 agencies (one to two representatives from each) (refer to Appendix C for a list of SDSI- and JTST-funded agencies);
 - Travel: coordinating and reimbursing travel costs for participants travelling to the regional sessions, including mileage, flights and accommodation costs;
- Facilitating discussions at the regional sessions;
- Providing all session materials and participant packages etc.; and
- Recording and reporting on the key outcomes of the discussion sessions, including suggestions for training and referral protocols.

4.1.2 Staff Training

The next deliverable is the development of three (3) to four (4) training modules for WorkBC and settlement practitioners to increase their ability to work more effectively with immigrant clients. These training modules should be designed for self-paced learning via WorkBC Extranet, WelcomeBC or through online means such as webinars as appropriate.

The final topics for training will be decided in consultation with the steering committee and should not duplicate any similar training that may be available through other avenues. A training module may contain training on several related topics.

Possible topics are not limited to but may include:

- How to create an overall immigrant-accessible and welcoming framework when delivering services
- How to assess an immigrant client's needs and barriers to employment
- How to provide services to immigrant clients with low level English
- Improving your cross-cultural communication skills
- How to support a client with foreign credentialing
- How to design work placements to meet the specific needs of immigrant clients
- How to enhance employment outcomes for immigrant job-seekers or workers through employer engagement (e.g. supporting access to the Canada Job Grant)
- How to work with professional immigrant networks or other community networks to enhance employment supports for immigrant clients
- How to enhance employment outcomes for immigrants with complex barriers to employment (e.g. single parent refugees with disabilities on BCEA with poor English skills)
- Understanding the range of employment support services available to British Columbians and eligibility criteria, including work placement eligibility requirements
- Understanding the general settlement and integration needs of immigrants and available services/supports
- Understanding all publicly-funded skills training options available to an immigrant client (e.g. WorkBC, Canada Job Fund programs, Canada Job Grant, ITA, and others)
- Working with employers to promote the value of foreign work experience and creating the case to hire immigrant talents
- Ways to assess and enhance your organization's capacity to serve immigrant clients.

4.1.3 Referral Guidelines

Based on discussions at the regional sessions, the third project deliverable is the development of referral guidelines for community collaboration specific to each of the five (5) regions. The purpose is to create a legacy from the regional relationship building sessions and provide some guidance and suggestions for future service coordination between the two sectors.

4.1.4 A Resource Kit

The final deliverable is a tool kit that summarizes resources that are developed from this project, including a synopsis of the training modules, generic service referral/coordination guidelines, and any other relevant resources and strategies to enhance immigrant employment services that may be identified at the regional discussion meetings or during the project. This tool kit should be in a soft copy/electronic format that can be made easily and broadly available to the Ministries and their respective service agencies to be used as a staff and/or client resource.

4.2 Roles and Responsibilities of the Successful Proponent

The Ministry will enter into contract with the successful proponent who will perform the following roles and responsibilities related to this Project:

1. managing and delivering all project deliverables described in 4.1 above;
2. securing the involvement of sub-contractors or partners, with the necessary expertise to provide contract deliverables;
3. engaging SDSI and JTST- funded agencies and Ministry staff during all stages of project planning and implementation;
4. drafting communiques to keep WorkBC employment services centres and settlement agencies abreast of the purpose of this project and its activities;
5. developing information sheets that highlight facts about services for immigrants and cover subject matters that may arise from the regional discussions;
6. meeting with the Ministry-led Project Steering Committee in Vancouver up to six (6) times over the course of the project;
7. reporting to and seeking direction from the Project Steering Committee throughout the project duration;
8. managing the overall finances of the project;
9. adhering to all reporting requirements of the Ministry; and
10. providing learning from the project, which will include identifying outcomes measures and making recommendations to the Ministry for project evaluation and/or other further actions.

4.3 Reporting

The Contractor will be required to provide the Ministry with reports on activities and outcomes during the Term of the Agreement as follows.

4.3.1 Monthly Reporting

The Contractor will provide written monthly Progress Reports to assist the Ministry in understanding and verifying that all activities are proceeding as outlined under the Agreement.

4.3.2 Working with the Project Steering Committee

The Contractor will provide a verbal presentation to the Project Steering Committee in Vancouver up to 6 times during the term of the Agreement. The presentations will include suggestions for outcomes measures and recommendations for future project evaluation.

4.3.3 Final Reporting

At the end of the Project, the Contractor will submit a detailed report (a final summation of Project activities carried out during the agreement period containing the results of the Project) and a financial report (planned and actual expenditures by output/deliverable).

APPENDIX 2 – PROPOSAL FOR AN EMPLOYMENT SERVICES GAP ANALYSIS FOR IMMIGRANT CLIENTS BASED ON THE IECP OUTCOMES

Proposal for an Employment Services Gap Analysis for Immigrant Clients based on the IECP Outcomes (Revised 25 February)

Overview

The purpose of this project is to undertake a gap analysis of employment services available for immigrant clients on the basis of information collected through the Immigrant Employment Collaboration Project (IECP). This analysis will seek to: 1) highlight which immigrant client groups (determined by their employment status, immigration status, skills or language level) are most likely to be ineligible for employment-related services (that is, “fall through the cracks”) in BC; and 2) develop preliminary options for addressing these service gaps, building on the findings from the IECP.

Approach

Drawing extensively on the information collected and analysis undertaken within the context of the IECP, this project will consider two core elements: 1) eligibility and 2) initial options. Key research questions and areas of analysis are identified below.

Element 1: Environmental Scan to Identify Program Access Barriers Based on Client Eligibility

- Short introduction summarizing the types of employment supports generally required by immigrant clients to support labour market attachment objectives;
- Development of a short annotated summary of employment services funded by either the Provincial or the Federal Government available to immigrant clients in British Columbia;
- Review of program eligibility access requirements by client type (employment status, immigration status, skills level and/or language level);
- Identification of immigrant client groups who are not able to access employment services offered by the Province or the Federal Government due to eligibility criteria including employment status, immigration status, skills level and/or language level; and
- Consolidation of findings generated through the IECP regarding perspectives on employer-related needs and potential options for meeting those needs.

Specifically, this exploration area would consider where gaps exist between:

- Provincially and Federally funded programs including EPBC programs as well as employment-related supports provided through settlement organizations. The project will consider only those programs that were highlighted through the IECP.

The information collected in this scan will be organized around immigrant client type (i.e. employment status, immigration status, skills level, language level). Discussions with Ministry representatives will confirm the need to consider broader categories of eligibility criteria, including for example services available to immigrant clients on the basis of other eligibility criteria, such as disability or multiple barriers. Information will likely be presented in a framework format, together with a “light” accompanying analysis.

Element 2: Identification of preliminary options to address employment service gaps for immigrant clients

- What options could be made available to those immigrant clients who are not eligible for employment services?

This element will present initial opportunities for consideration by JTST for addressing immigrant client employment service gaps. These will build on the findings from the IECF.

Activities and breakdown of hours

Two main activities are proposed to undertake this work: 1) analysis and synthesize of relevant information on eligibility, service gaps and potential options gathered through the IECF; and 2) validation interviews with members of the IECF Steering Committee and other experts, as required. The attached table provides a summary of the proposed activities and the hourly breakdown for each activity.

Table 1. Activities, hours and estimated costs

Activity	Description of activity	Hours	Estimated Costs
Analysis and consolidation of IECF findings			
Analysis of information collected through the IECF and consolidation of findings. Information could be fact-checked against existing data, as required.	The findings from the IECF will constitute the main source of information for this analysis. Where necessary to confirm accuracy, other sources could be consulted such as the CfEE BC employment info hub; EPBC contract/data and eligibility criteria; the 2015 Federal call for settlement services; funding info for provincial/federal programs; and other information, as required.	30 hours	\$ 5,100
Validation interviews			
Follow-up/validation interviews/phone calls with members of the IECF Steering Committee and other experts, as relevant.	Prepare draft questions, conduct interviews, and consolidate findings.	10 hours	\$1,700
Final report preparation			
Report writing	Prepare and share for review with JTST, the first draft of report, including recommendations.	10 hours	\$3,400
	Consolidate feedback and finalize report.	10 hours	
Totals		60 hours	\$10,200

Revised Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$570,200.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Fees: Payments will be made as indicated below for each of the key report deliverables provided by the Contractor to the satisfaction of the Province during the Term:

WRITTEN REPORT/ DELIVERABLE	DETAIL	DUE DATE	PAYMENT AMOUNT
Report #1	Report 1a: <ul style="list-style-type: none"> Facilitation and logistics plan for 5 regional sessions completed Scope for 4 training modules finalized 	on or before August 31, 2015	
	Report 1b: <ul style="list-style-type: none"> Initial findings from research and stakeholder consultations for the referral guidelines and resource kit 	on or before September 30, 2015	\$100,000
Report #2	<ul style="list-style-type: none"> Results from 5 completed regional sessions Curriculum framework, training module content, and development and test environment hardware setup for the training modules Draft referral guideline template including options for draft content completed Approach and table of content for resource kit finalized with input from subject matter experts and service delivery representatives 	on or before January 15, 2016	\$225,000

Report #3	<ul style="list-style-type: none"> • Training content uploaded, testing concluded, and final training modules completed and launched • Final region-specific referral guidelines completed • Final resource kit and distribution plan completed • Financial report, final project report including summary of project outcomes and learning, and recommendations for project evaluation submitted • An employment service gap analysis for immigrant clients 	on or before March 31, 2016	\$245,200
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3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province after completion of deliverables, a written statement of account in a form satisfactory to the Province containing:

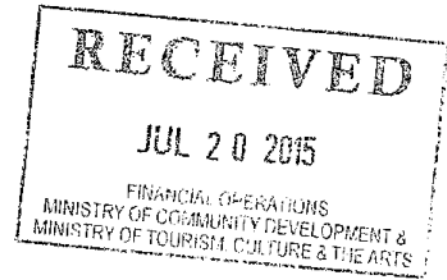
- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and

- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the amount (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule.

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: C16-IECP-001-GSA

Request for Proposals No.: RFP16-IECP-02

Requisition No.: _____

Solicitation No.(if applicable): _____

Commodity Code: _____

Contractor Information

Supplier Name: Deetken Enterprises Inc.

Supplier No.: 2084387

Telephone No.: 604-731-4424

E-mail Address: apowell@deetken.com

Website: deetken.com

Financial Information

Client: 125
Responsibility Centre: 51487
Service Line: 11860
STOB: 6001
Project: 511TCCM

Template version: December 1, 2013

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SCHEDULE A – SERVICES

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- Part 2 - Services**
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SCHEDULE B – FEES AND EXPENSES

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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 8th day of July, 2015.

BETWEEN:

Deetken Enterprises, Inc. (the "Contractor") with the following specified address and fax number:

501 – 1755 West Broadway
Vancouver, B.C.
V6J 4S5
fax 604-736-2246

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by **the Minister of Jobs, Tourism and Skills Training** (the "Province") with the following specified address:

Labour Market and Immigration Division
Suite 800 – 360 West Georgia Street
Vancouver, British Columbia
V6B 6B2

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 or provided 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 or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

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

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 loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
- (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

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 Mediate BC Society; and

- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

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

Costs of 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 or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. 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 subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

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

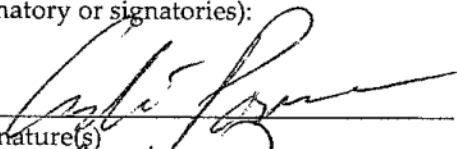
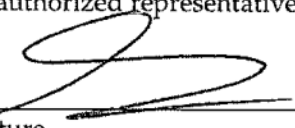
14.1 In this Agreement:

- (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>9th</u> day of July, 2015 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u></u> Signature(s)</p> <p><u>Andre Powell</u> Print Name(s)</p> <p><u>Director</u> Print Title(s)</p>	<p>SIGNED on the ____ day of July, 2015 on behalf of the Province by its duly authorized representative:</p> <p><u></u> Signature</p> <p><u>Suzanne Ferguson</u> Print Name</p> <p><u>Ex Director</u> Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 13, 2015 and ends on March 31, 2016

PART 2. SERVICES:

Outputs

The Contractor must:

1. Develop, coordinate, and deliver* five (5) facilitated regional sessions to bring together Employment Program of British Columbia service providers and immigrant settlement agencies, to discuss how to meet the needs of immigrant clients.
 - a. By mid-August 2015, facilitation and logistics plan for 5 regional sessions will be completed
 - b. By early to mid-October, a final plan with the dates, venues, participants, format and content, questions and potential case studies for discussion at the sessions will be completed and submitted to the Province for approval
 - c. From October 2015 to January 2016, regional sessions will be held in the following regions
 - Interior
 - North
 - Vancouver Island
 - Coastal
 - Fraser
 - d. Following completion of the regional sessions, a draft report will be completed in January 2016, summarizing the outcomes from the sessions, and a communique will be sent to participants and appropriate stakeholders, summarizing the project outcomes. Both the draft report and the communique will be submitted to the Province for approval

*The Contractor will be responsible for the logistics and costs related to the delivery of the regional sessions, including the A/V equipment, supplies, session materials or handouts, costs for rental of venues and catering for the regional sessions, and any travel costs for their personnel as well as reimbursement of travel-related costs for the invited participants to attend the regional sessions.
2. Develop four (4) training modules for WorkBC and immigrant settlement practitioners to increase their ability to work effectively with immigrant clients. Each training module will contain interactive on-line content that practitioners can access as needed.
 - a. By mid-August 2015, the scope for the four training modules will be completed and submitted to the Province for approval
 - b. By mid-January 2016, curriculum framework and training module content development will be completed and submitted to the Province for approval. Test environment hardware development and setup will be completed
 - c. By mid-February 2016 writing, production, and publication of audio and video content for all four training modules will be completed and submitted to the Province for approval
 - d. By early March 2016 an off-line test site for the training modules will be built, content will be uploaded, functionality will be monitored and errors reported, the test site will be

debugged as required, user acceptance testing scripts and results will be submitted to the Province for approval, and content will be integrated into the host Provincial site

3. Develop regional referral guidelines for community collaboration between EPBC service providers and immigrant settlement agencies, specific to each region and incorporating information gathered in the regional consultation sessions.
 - a. By mid-October 2015, a draft referral guideline template including options for draft content will be completed and submitted to the Province for approval
 - b. By mid-January 2016, feedback from regional sessions will be incorporated into the draft template and submitted to the Province for review
 - c. By mid-March 2016 a final version of the referral guidelines will be submitted to the Province for approval
4. Develop a Resource Kit summarizing resources that are developed from this project, including a synopsis of training models, generic service referral and coordination guidelines, and any other relevant resources and strategies to enhance immigrant employment services that may be identified at the regional discussion sessions or during the project. The tool kit is to be in soft copy format that can be made easily and broadly available to service agencies.
 - a. By the end of September 2015, subject matter experts and service delivery representatives will be consulted to provide input into the resource kit content
 - b. By early November 2015, an approach for the resource kit will be submitted to the Province for review
 - c. By early February 2016, a draft resource kit with completed content will be submitted to the Province for review
 - d. By mid-March 2016 the final resource kit will be submitted to the Province for review
5. Produce and send Communiques and Provide Project Updates:
 - a. Short summary reports after the regional sessions and other communiques on the project activities and outcomes to stakeholders
 - b. Information sheets that highlight facts about services for immigrants and cover subject matters that may arise from the regional discussions
 - c. Verbal presentation to the Project Steering Committee in Vancouver up to 6 times during the term of the Agreement.

Inputs

The Contractor must provide a project team which as a whole has the following qualifications and expertise to develop, implement and manage the Project:

- Knowledge of employment services and immigrant settlement services in BC;
- Experience in managing a government service agreement similar to this;
- Experience in working with a project steering committee with diverse interests;
- Experience in developing and delivering on-line training resources;
- Experience in facilitating large and small group discussions amongst diverse stakeholders;
- Experience in working with practitioners from the employment service sector and immigrant service sector;
- Experience in developing and writing service referral protocols/guidelines and resource tool kits; and
- Individual members have the qualifications to perform their proposed role.

Outcomes

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

- WorkBC and settlement services staff gain a mutual understanding of the range of employment and settlement services available for immigrants.
- WorkBC staff develop capacity in cross-cultural communication and improved skills to support immigrant job seekers.
- The range of WorkBC services is better utilized by immigrants.
- Employment and settlement services are better coordinated at the local level, complimentary to each other and provide immigrant clients with improved access in their communities.
- Training resources are produced and utilized broadly by practitioners working with immigrant clients at immigrant settlement agencies and at WorkBC.

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

Reporting requirements

The Contractor must provide the Province with reports on activities and outcomes during the Term of the Agreement as follows:

- The Contractor will provide written monthly Progress Reports to assist the Province in understanding and verifying that all activities are proceeding as outlined under the Agreement.
- By early March 2016 the Contractor will submit the first draft of project report including recommendations for outcome measures and financial reports to the Province for review
- By late March 2016 the Contractor will submit final drafts of project and financial reports to the Province
- By the end of March 2016 the Contractor will submit final versions of project and financial reports to the Province, incorporating all feedback and edits. This final project report will include a summation of Project activities carried out during the agreement period containing the results of the Project, and suggestions for outcomes measures and recommendations for future project evaluation. The financial report will outline planned and actual expenditures by output/deliverable.

PART 3. RELATED DOCUMENTATION:

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

PART 4. KEY PERSONNEL:

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

- a) André Powell, Project Manager
- b) Mark Gillis, Regional Session Lead
- c) Carl Black, Report Writer
- d) Ana Mak, Research Lead
- e) Michael Evans, Training Module Lead
- f) Bruce Wilbee, Curriculum Developer
- g) Mike Yeung, Technology Lead
- h) Gwen MacBain, Logistics Coordinator

2. The Key Contact Personnel of the Province are as follows:

- a) Vicki Chiu, Program Manager, Ministry of Jobs, Tourism and Skills Training
vicki.chiu@gov.bc.ca
- b) Andy MacKenzie, Senior Advisor, Ministry of Social Development and Social Innovation
andy.mackenzie@gov.bc.ca

APPENDIX 1 – SOLICITATION DOCUMENT EXCERPT

4. Project Scope

4.1 Deliverables

The Ministry expects the following four key deliverables from this project:

4.1.1 Regional Sessions

The key deliverable of this project is to engage SDSI funded EPBC providers (WorkBC Employment Services Centres) and CIC/JTST funded settlement agencies in five (5) facilitated regional sessions across the province. The regional engagement sessions aim to bring the two sectors together for a discussion on how they will work together to meet the employment needs of immigrant clients at a local level. It is anticipated that one to two attendees from the 120 to 140 SDSI and JTST-funded agencies across the five (5) regions: Vancouver Island Region, Vancouver Coastal, Fraser Region, Interior Region, and the North will be represented in total. Approximately 60% of participants will need to travel to a centralized location selected for each of the five (5) regional sessions. These relationship building sessions are expected to:

- increase mutual understanding of the interplay of client services and supports provided by the employment and settlement service sectors,

- highlight best practices on referrals,
- clarify roles while acknowledging some acceptable overlaps,
- enhance service coordination between employment and settlement agencies, and,
- identify areas for collaboration at a local/regional basis.

The facilitated discussions must be intentional and solution-oriented, for example using a case study to engage the participants in a discussion regarding the smooth referral or transition of the client between services. It is expected that increased engagement and collaboration between agencies will be a key outcome of the sessions.

The successful Proponent will be responsible for:

- Developing a plan and guiding questions for the relationship building sessions with the above-mentioned objectives;
- Coordinating logistics for the five regional sessions including but not limited to:
 - Venue: book and pay for the venues in five regions, including catering, equipment costs and any supplies required to facilitate the regional sessions;
 - Attendance: coordinate total attendance at the five sessions of approximately 280 individuals representing 120 – 140 agencies (one to two representatives from each) (refer to Appendix C for a list of SDSI- and JTST-funded agencies);
 - Travel: coordinating and reimbursing travel costs for participants travelling to the regional sessions, including mileage, flights and accommodation costs;
- Facilitating discussions at the regional sessions;
- Providing all session materials and participant packages etc.; and
- Recording and reporting on the key outcomes of the discussion sessions, including suggestions for training and referral protocols.

4.1.2 Staff Training

The next deliverable is the development of three (3) to four (4) training modules for WorkBC and settlement practitioners to increase their ability to work more effectively with immigrant clients. These training modules should be designed for self-paced learning via WorkBC Extranet, WelcomeBC or through online means such as webinars as appropriate.

The final topics for training will be decided in consultation with the steering committee and should not duplicate any similar training that may be available through other avenues. A training module may contain training on several related topics.

Possible topics are not limited to but may include:

- How to create an overall immigrant-accessible and welcoming framework when delivering services
- How to assess an immigrant client's needs and barriers to employment
- How to provide services to immigrant clients with low level English
- Improving your cross-cultural communication skills
- How to support a client with foreign credentialing
- How to design work placements to meet the specific needs of immigrant clients
- How to enhance employment outcomes for immigrant job-seekers or workers through employer engagement (e.g. supporting access to the Canada Job Grant)

- How to work with professional immigrant networks or other community networks to enhance employment supports for immigrant clients
- How to enhance employment outcomes for immigrants with complex barriers to employment (e.g. single parent refugees with disabilities on BCEA with poor English skills)
- Understanding the range of employment support services available to British Columbians and eligibility criteria, including work placement eligibility requirements
- Understanding the general settlement and integration needs of immigrants and available services/supports
- Understanding all publicly-funded skills training options available to an immigrant client (c.g. WorkBC, Canada Job Fund programs, Canada Job Grant, ITA, and others)
- Working with employers to promote the value of foreign work experience and creating the case to hire immigrant talents
- Ways to assess and enhance your organization's capacity to serve immigrant clients.

4.1.3 Referral Guidelines

Based on discussions at the regional sessions, the third project deliverable is the development of referral guidelines for community collaboration specific to each of the five (5) regions. The purpose is to create a legacy from the regional relationship building sessions and provide some guidance and suggestions for future service coordination between the two sectors.

4.1.4 A Resource Kit

The final deliverable is a tool kit that summarizes resources that are developed from this project, including a synopsis of the training modules, generic service referral/coordination guidelines, and any other relevant resources and strategies to enhance immigrant employment services that may be identified at the regional discussion meetings or during the project. This tool kit should be in a soft copy/electronic format that can be made easily and broadly available to the Ministries and their respective service agencies to be used as a staff and/or client resource.

4.2 Roles and Responsibilities of the Successful Proponent

The Ministry will enter into contract with the successful proponent who will perform the following roles and responsibilities related to this Project:

1. managing and delivering all project deliverables described in 4.1 above;
2. securing the involvement of sub-contractors or partners, with the necessary expertise to provide contract deliverables;
3. engaging SDSI and JTST- funded agencies and Ministry staff during all stages of project planning and implementation;
4. drafting communiques to keep WorkBC employment services centres and settlement agencies abreast of the purpose of this project and its activities;
5. developing information sheets that highlight facts about services for immigrants and cover subject matters that may arise from the regional discussions;
6. meeting with the Ministry-led Project Steering Committee in Vancouver up to six (6) times over the course of the project;
7. reporting to and seeking direction from the Project Steering Committee throughout the project duration;

8. managing the overall finances of the project;
9. adhering to all reporting requirements of the Ministry; and
10. providing learning from the project, which will include identifying outcomes measures and making recommendations to the Ministry for project evaluation and/or other further actions.

4.3 Reporting

The Contractor will be required to provide the Ministry with reports on activities and outcomes during the Term of the Agreement as follows.

4.3.1 Monthly Reporting

The Contractor will provide written monthly Progress Reports to assist the Ministry in understanding and verifying that all activities are proceeding as outlined under the Agreement.

4.3.2 Working with the Project Steering Committee

The Contractor will provide a verbal presentation to the Project Steering Committee in Vancouver up to 6 times during the term of the Agreement. The presentations will include suggestions for outcomes measures and recommendations for future project evaluation.

4.3.3 Final Reporting

At the end of the Project, the Contractor will submit a detailed report (a final summation of Project activities carried out during the agreement period containing the results of the Project) and a financial report (planned and actual expenditures by output/deliverable).

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, **\$560,00.00** is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Fees: Payments will be made as indicated below for each of the key report deliverables provided by the Contractor to the satisfaction of the Province during the Term:

WRITTEN REPORT/ DELIVERABLE	DETAIL	DUE DATE	PAYMENT AMOUNT
Report #1	Report 1a: <ul style="list-style-type: none"> Facilitation and logistics plan for 5 regional sessions completed Scope for 4 training modules finalized 	on or before August 31, 2015	
	Report 1b: <ul style="list-style-type: none"> Initial findings from research and stakeholder consultations for the referral guidelines and resource kit 	on or before September 30, 2015	\$100,000
Report #2	<ul style="list-style-type: none"> Results from 5 completed regional sessions Curriculum framework, training module content, and development and test environment hardware setup for the training modules Draft referral guideline template including options for draft content completed Approach and table of content for resource kit finalized with input from subject matter experts and service delivery 	on or before January 15, 2016	\$225,000

	representatives		
Report #3	<ul style="list-style-type: none"> • Training content uploaded, testing concluded, and final training modules completed and launched • Final region-specific referral guidelines completed • Final resource kit and distribution plan completed • Financial report, final project report including summary of project outcomes and learning, and recommendations for project evaluation submitted 	on or before March 31, 2016	\$235,000

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province after completion of deliverables, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and

- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the amount (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule.

Schedule C – Approved Subcontractor(s)

Policy Matters Consulting Inc
2173 Pentland Road
Victoria, BC
V8S 2W7

- Mark Gillis - Regional Sessions Lead

Sprott Shaw Degree College Corp
201 – 7818 6th Street
Burnaby BC
V3N 4N8

- Michael Evans - Training Module Lead
- Bruce Wilbee - Curriculum Developer
- Mike Yeung - Technology Lead

Schedule D – Insurance

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

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Not Applicable