



Modification Agreement [2]

THIS MODIFICATION AGREEMENT dated for reference August 17, 2023.

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Attorney General.

Court Services Branch
Headquarters
6th Floor, 850 Burdett Avenue
Victoria, BC V8W 9J7

(the "Province")

AND:

J.C. WordAssist Ltd.
202 – 2608 Shaughnessy Street
Port Coquitlam, BC V3C 3G6

(the "Contractor")

BACKGROUND

s.17

AGREEMENT

s.17

[ATCSB21JCW]

CMSB-December 9, 2022



Modification Agreement [2]

(4) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED

on the 20 day of Sep, 2023 on behalf of the Province
by its duly authorized representative

s.22

Print name:

Dan Chiddell

Executive Director, Corporate Support

SIGNED AND DELIVERED

on the 13 day of SEPT, 2023 by or on behalf of the
Contractor (or by its authorized signatory or signatories if
the Contractor is a corporation)

Signature(s):

s.22

[ATCSB21JCW]

CMSB-December 9, 2022

Revised Schedule A - Services

PART 1. TERM:

1. Subject to sections 2 and 3 of this Part 1, the term of this Agreement commences on October 1, 2020 and ends on September 30, 2024.
2. The Province will have one final right, exercisable by written notice to the Contractor by no later than June 1, 2024, to extend the term of this Agreement for one additional period of one year.
3. If the Province exercises the right described in section 2 of this Part 1, the Province and the Contractor will in respect of the period of the extension negotiate in good faith and attempt to reach agreement about increases to any or all of the fees set out in the Contract. If, by the end of the initial term of the Contract, the parties are unable to reach agreement in respect of any such fee increases, the fees that applied during the initial term will continue unchanged both during the first one-year extension period and, if the Province elects to exercise the right described in section 3 of this Part 1, during that second and final extension period as well. If, prior to the end of the initial term of the Contract, the parties do reach agreement in respect of increases to any or all of the fees set out in the Contract, the agreed upon fees will apply both during the first one-year extension period and, if the Province elects to extend for a second and final one-year period, during that extension period as well.
4. The dispute resolution provisions in the Contract will not apply in respect of the negotiation of fee increases.

PART 2. SERVICES:

Definitions

1. In this Agreement and the Schedules, unless the context otherwise requires:
 - (a) "Authorized Reporter" means a person who is authorized by the Ministry under the Official Reporters Regulation to the *Court Rules Act* and may be retained to attend a Proceeding for the purpose of producing an accurate transcript of the Proceeding or part thereof;
 - (b) "Business Day" means a day, other than a Saturday, Sunday or holiday, on which Provincial government offices are open for normal business in British Columbia;
 - (c) "Court of Appeal" means the Court of Appeal of British Columbia;
 - (d) "Court Registry" means the registry at which the Proceeding which is the subject of a Transcript order was heard or, when identified by the Ministry, other registry or location including a virtual location;
 - (e) "Daily Transcript" means a transcript required to be prepared in any requested format and made available to the ordering party by 9:00 a.m. on the Business Day following the date the transcript was requested, provided the order was placed with the registry before 4:00 p.m.;
 - (f) "Digital Audio Recording" means a digitally stored audio recording;

- (g) “Digital Storage Device” means a compact disc (CD), digital versatile disc (DVD), mobile USB, electronic file server or any other form of digital storage device as designated by the Ministry;
- (h) “Expedited Transcript” means a transcript required to be prepared in any requested format and the electronic made available to the ordering party by the third Business Day after the date on which it was ordered and the paper copy, if ordered, received by the ordering party within five Business Days of the date on which it was ordered;
- (i) “First Party Order” means the first order placed by any person for a Transcript or portion of a Transcript (paper copy, electronic or both);
- (j) “Judge Approved Transcripts” means a transcript of oral reasons for judgment, oral reasons for sentencing, oral rulings, or oral changes to the jury;
- (k) “**Judicial Court Records Access Policies**” means the
 - i. Court of Appeal Record and Courtroom Access Policy found at http://www.courts.gov.bc.ca/Court_of_Appeal/practice_and_procedure/record_and_courtroom_access_policy/PDF/Court_of_Appeal_Record_and_Courtroom_Access_Policy.pdf
 - ii. Supreme Court of British Columbia Court Record Access Policy found at https://www.bccourts.ca/supreme_court/media/BCSC_Court_Record_Access_Policy.pdf; and
 - iii. Provincial Court’s Public and Media Access Policies found at <http://www.provincialcourt.bc.ca/about-the-court/court-policies> as amended from time to time by the Courts.
- (l) “Ministry” means the Ministry of Attorney General of the Province of British Columbia and includes Court Services Branch, BC Prosecution Service and Legal Services Branch;
- (m) “must”, or “mandatory” means a requirement that must be met in order for a proposal to receive consideration;
- (n) “Official Transcript” means a Transcript which has been filed in and certified in the manner required under the Official Reports Regulation to the *Court Rules Act* as the official transcript in respect of a Proceeding;
- (o) “Priority Transcript” means a transcript required to be prepared in any requested format and made available to the ordering party within ten(10) Business Days after the date on which it was ordered;
- (p) “Proceeding” means an action, suit, case, matter, appeal or originating application, whether civil or criminal, heard before the Court of Appeal, the Supreme Court or the Provincial Court;
- (q) “Province” means Her Majesty the Queen in Right of the Province of British Columbia;
- (r) “Provincial Court” means the Provincial Court of British Columbia;
- (s) “Second Party Order” means the second or subsequent order for a Transcript or portion of a Transcript (paper copy, electronic or both) where the Transcript has already been produced or is in the process of being produced by the Contractor, another transcription firm or an Authorized Reporter;

- (t) "Service Area" means the area in which the Contractor has been retained to provide the Services;
- (u) "Supreme Court" means the Supreme Court of British Columbia;
- (v) "Standard Transcript" means a transcript that is not ordered as an Daily, Expedited or Priority Transcript and is required to be prepared in any requested format and made available within twenty two (22) Business Days after the date on which it was ordered, unless the ordering party consents to a longer period, or as required for specific types of proceedings as follows:
 - i. where it is a transcript of oral reasons for judgment, sentencing, a ruling, or a charge to the jury, delivered to the judicial officer for editing within five (5) Business Days after the transcript is ordered;
 - ii. where it is a transcript or transcript extract for appeal purposes, with the exception of transcripts for s. 684 applications or interlocutory criminal matters, delivered to the ordering party within sixty (60) days after bringing the appeal, unless further extensions are granted by the Court of Appeal;
 - iii. where it is a transcript of a hearing under the *Interjurisdictional Support Order Act*, or other reciprocal maintenance hearings, delivered to the ordering party within fourteen (14) Business Days after the transcript is ordered;
 - iv. where it is a transcript of a preliminary inquiry, delivered to the ordering party within twenty-two (22) Business Days after the transcript is ordered.
- (w) "Legal Services Society" means the Legal Services Society of British Columbia, S.B.C. 2002 c. 30, established pursuant to the Legal Services Society Act and for the purposes of this proposal and the General Services Agreement includes its clients, employees, contractors and lawyers it retains on behalf of clients;
- (x) "Term" means the Term as defined in the Contract;
- (y) "Transcriber" means the individual who prepares the Transcript on behalf of the Contractor;
- (z) "Transcript" means a transcript of a Proceeding produced and distributed as part of the Services; and
- (aa) "Transcription Manual" means the Ministry's British Columbia Court Transcription Manual located at <https://www2.gov.bc.ca/assets/gov/law-crime-and-justice/courthouse-services/court-files-records/transcribers-forms-information/court-transcription-manual.pdf> as amended from time to time by the Ministry

General

2. The Contractor acknowledges that there is no guaranteed volume of Transcripts under this Agreement, and that the volume of orders for Transcripts may not remain constant.
3. The Contractor will have the right, exclusive of any other transcription company, to preparation of Transcripts within the Service Area.
4. The Contractor will provide the Services in **Areas: 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12**

5. The Contractor acknowledges that the Court Registry may refuse to certify a Transcript or portions of a Transcript as the Official Transcript where that Transcript or portions thereof do not meet the standards set out in this Schedule, the Transcription Manual, and/or applicable enactments.
6. The Contractor acknowledges that the ordering party of a Transcript may make copies for their own use in paper or electronic format, and that the ordering party may distribute those copies to clients, employees, contractors, and lawyers retains by the ordering party, and/or as required by judicial order.

The Ministry

7. During the Term, the Ministry will provide the Contractor's contact information to persons who wish to order Transcripts.
8. If an Authorized Reporter has been retained by any of the parties to a Proceeding, the Ministry reserves the right to obtain Transcripts from that Authorized Reporter.
9. Despite section 2.3 of this Schedule, the Ministry reserves the right to:
 - (a) retain the services of another transcription company, an Authorized Reporter or other person where the Ministry determines, in its sole discretion, that the Contractor cannot or should not be performing the services;
 - (b) retain the services of an Authorized Reporter for creating a Transcript in respect of a civil Proceeding in Supreme Court where the Ministry determines, in its sole discretion, that circumstances require it;
 - (c) perform pilot projects regarding the creation of Transcripts where the Ministry, in its sole discretion, elects to do so;
 - (d) implement new procedures and methods for the creation of Transcripts whether following a pilot project or otherwise.
10. The Ministry reserves the right to, Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.
11. The Ministry, in its sole discretion and at any time, may provide copies of Transcripts, prepared by or on behalf of the Contractor and filed in a Court Registry, to other persons.

Transcript Orders

12. The provisions in sections 2.12 to 2.37 apply to Transcripts requested by the Ministry or other person.

13. The Contractor will receive and process orders for Transcripts in electronic form, by fax or in other form determined by the Ministry, whether the order is from the Ministry or other person.
14. The Ministry or other person may order a Transcript to be prepared as follows:
 - (a) Daily Transcript;
 - (b) Expedited Transcript;
 - (c) Priority Transcript; or
 - (d) Standard Transcript.
15. If a Transcript is ordered for a criminal Proceeding conducted, in whole or part, in French, the Contractor is required to produce the Transcript in French for the part of the Proceeding that was conducted in French.
16. Prior to preparing a Transcript, the Contractor must ensure that the ordering party is authorized to obtain the Transcript in accordance with the Judicial Court Records Access Policies and any applicable enactments.
17. The Contractor must not provide a Transcript to an ordering party unless the Contractor has determined that the ordering party is authorized to obtain the Transcript in accordance with Judicial Court Records Access Policies and any applicable enactments.
18. Unless otherwise instructed by the Court Registry, the Contractor must inform a person ordering a transcript that a prior First Party Order has been received for the requested Transcript.
19. The Contractor must ensure that all Transcripts prepared by or for the Contractor are in the form and format set out in the Transcription Manual, applicable enactments and are in accordance with the terms and conditions of this Agreement.

Access, Use and Destruction of audio and related material provided by Court Registry

20. On receiving a request from the Contractor for a Digital Audio Recording in respect of a Proceeding:
 - (a) if the Court Registry:
 - i. does not have a Transcript in the court record for that Proceeding or portion of that Proceeding; and
 - ii. is not aware of any previous order for a Transcript for that Proceeding,and
 - (b) if the Contractor has confirmed that
 - i. the ordering party is authorized to obtain a Transcript in accordance with Judicial Court Records Access Policies, court orders and applicable enactments, and

- ii. the Transcript ordered has not already been prepared in full or in part,

then

- (c) the Court Registry will provide the Contractor, in the manner and by the means determined by the Ministry in its sole discretion for delivery of audio recordings to the Contractor, with

- i. a Digital Audio Recording or other audio recording of the Proceedings;
- ii. a copy of the relevant sections of the log notes including counsel names and initials;
- iii. in a criminal Proceeding, a copy of the indictment and exhibit list if the logging notes do not contain a description of the exhibit; and
- iv. any extra copies of reference material which the court clerk may have obtained during the Proceeding.

- 21. The Contractor is solely responsible for all costs associated with

- (a) provision, operation and maintenance of equipment, and communications and other hardware and software necessary to access any system or application in use by the Ministry for the purpose of the delivery of audio recordings and other material to the Contractor and others, and/or for the purpose of receipt of the Transcript from the Contractor and others;
- (b) any required upgrades to the equipment, hardware and/or software required in section
- (c) to meet the system or application requirements for access;
- (d) network connection charges, if applicable;
- (e) distributing the Transcript in paper format and electronic format, or as requested by the Ministry, to the Court Registry;
- (f) distributing the Transcript in paper format and electronic format, or as requested, to the Ministry if it is the person who ordered the Transcript; and
- (g) distributing the Transcript in paper and/or electronic format to the person who ordered the Transcript.

- 22. of the Contractor, the Court Registry will provide the name and telephone number of the transcription at the request firm or Authorized Reporter that has already placed an order for or produced a Transcript in relation to a Proceeding.

- 23. If the Contractor requests material from the Court Registry for preparation of Transcripts for an appeal, the Contractor must retain all material until the Transcripts are filed with the Court of Appeal and must then return or destroy the material and all copies in the manner required in the Transcription Manual.

- 24. In the event that the Court Registry provides the Contractor with the incorrect Digital Audio Recording as a result of a mistake on its part, the correct Digital Audio Recording will be provided to the Contractor at the Ministry's expense.

25. At all times, the Contractor will follow the requirements of this Agreement, the Transcription Manual and applicable enactments in accessing, storing, using, distributing and destroying Digital Audio Recordings, other audio recordings, Material, and all other information relating to a Proceeding in the custody and/or control of the Contractor and/or any Subcontractor. The Ministry reserves the right to audit, on a regular schedule or from time-to-time, compliance with this condition.

Digital Audio Recordings

26. When requesting a Digital Audio Recording from the Court Registry, the Contractor must, where a Transcript order is made
- (a) on behalf of Legal Services Branch, Court Services Branch, or Criminal Justice Branch, use the Transcript Order Form; or
 - (b) in respect of Judge Approved Transcript from a Proceeding in Supreme Court, use the Finalization and Distribution of Oral Reasons Transcript Request Form as either are amended from time to time.
27. The Court Registry will make reasonable efforts to provide the Contractor with a Digital Audio Recording of sufficient quality to allow the Contractor to prepare the Transcript. If the Contractor is unable to do so as a result of the quality of the Digital Audio Recording, the Contractor will inform the Court Registry and the CSB Contact of the sections of the Digital Audio Recording that are inaudible. Wherever possible, the Court Registry will provide the Contractor with another copy of the whole or part of the Digital Audio Recording for the purpose of preparation of a Transcript.
28. When the quality of the Digital Audio recording is poor or inaudible:
- (a) in the event the quality of the Digital Audio Recording significantly impairs the ability of the Contractor to complete the Transcript, the manager of the Court Registry may negotiate a higher price than provided for under this Agreement with the Contractor to compensate for additional time and effort spent to complete the Transcript; or
 - (b) in the event the quality of the Transcript prevents the Contractor from completing the Transcript, the manager of the Court Registry may cancel the order for the Transcript and pay the Contractor for pages completed pursuant to the rate provided for under this Agreement or at a higher price than provided for under this Agreement.
29. Nothing in this Agreement prevents the Ministry from arranging for the preparation of a Transcript by another transcriber or transcription company or by any other means in the event the Contractor is unable to complete a Transcript under section 2.27.
30. If the Transcript cannot be produced, the manager of the Court Registry will inform the ordering party of their rights under s. 7 of the *Sound Recording Regulations*.

Transcript Services

31. On receiving an order for a Transcript, the Contractor must:

- (a) check its database to ensure that the Transcript ordered has not already been prepared in full or in part;
- (b) confirm the Transcript delivery date with the ordering party;
- (c) inform the ordering party and the manager of the Court Registry of any anticipated delay and any revised delivery date as soon as possible;
- (d) for First Party Orders, request and access the Digital Audio Recording and other material relevant to the preparation of the Transcript in the manner required by the Ministry as set out in the Transcription Manual or other written direction, which may change from time to time as technology and new procedures are developed by the Ministry;
- (e) request access to the Digital Audio Recording using the appropriate order form;
- (f) comply with all access, security and destruction requirements as set out under this Agreement and the Transcription Manual;
- (g) transcribe and proof-read Transcripts in accordance with the standards outlined in the Transcription Manual;
- (h) copy and bind, if required, a sufficient number of paper Transcripts;
- (i) provide the electronic copy of the Transcript in the format or any other format identified by the Ministry;
- (j) ensure that any Transcript produced will be certified as “true and accurate” and signed by the Transcriber in ink or as specified by the Ministry;
- (k) deliver the original Transcript to the Court Registry as designated by the Ministry;
- (l) deliver copies of the Transcript as designated by the Ministry or ordering party;
- (m) deliver, FOB destination (delivery charges included where applicable), Transcripts within the time limits specified in this Agreement;
- (n) collect fees only as permitted under this Agreement for orders placed by the Ministry and any other ordering party;
- (o) invoice the Ministry as required in this Agreement; and
- (p) comply with any other requirements in this Agreement, the Transcription Manual and/or relevant enactments.

32. The Contractor must:

- (a) ensure that the Contractor, their employees and Subcontractors keep confidential and secure, all Digital Audio Recordings, Transcripts and any Material and other information obtained in the course of providing Services to the standard set by the Ministry, and as amended from time-to-time;
- (b) ensure that the Contractor, their employees and Subcontractors follow the retention and disposal requirements with regards to the Digital Audio Recordings, Transcripts and any Material and other information obtained in the course of providing Services to the standard set by the Ministry, and as amended from time-to-time; and

for greater certainty, this means the Contractor is responsible for ensuring that:

- (c) all Digital Audio Recordings, Transcripts, Material and other information provided to the Contractor and/or obtained in the course of providing Services are destroyed in the manner and to the standard set by the ministry, as amended from time-to-time; and
 - (d) all Transcripts produced under this Agreement are held in a secure manner and to the standard set by the Ministry, as amended from time-to-time, until the Transcripts are destroyed as required under this Agreement, the Transcript Manual and/or relevant enactments.
33. The Contractor must not use the Digital Audio Recordings, Transcripts, Material and other information provided to the Contractor and/or obtained in the course of providing Services for any purpose other than creating a Transcript pursuant to the Transcript order.
34. The Ministry reserves the right to audit, on a regular schedule or from time-to-time, compliance with sections 2.31 and 2.32 of this Agreement.

Judge-Approved Transcripts

35. Where the Contractor receives a request for Judge Approved Transcripts, the Contractor must comply with the requirements of the Transcription Manual and any written instructions and procedures issued by the Ministry.
36. The Contractor acknowledges that the production of Judge Approved Transcripts may take additional time,^{s.3}
37. Where the Contractor receives a request for a Judge Approved Transcript, the Contractor will provide the draft of the Judge Approved Transcript to the Court Registry within five (5) days of receiving the order; the Court Registry will then forward the Transcript to the appropriate judicial administrative assistant.
- 38.^{s.3}

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Transcripts for Appeals and Appeal Books

39. The Contractor acknowledges that it does not have exclusive rights to prepare copies of a Transcript required for an appeal or an appeal book but must do so if requested.
40. On receiving an order for a Transcript for Appeal or an appeal book, the Contractor will follow the procedures set out in the Transcription Manual.
41. The Contractor acknowledges that the requirements set out in sections 2.31 and 2.32 of this Agreement apply to an order for a Transcript for Appeal or an appeal book.

Transcripts Produced by Multiple Transcription Companies or Authorized Reporters

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

Certification of Transcript for Accuracy and Completeness

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

46. After receipt of the Transcript from the Contractor and certified by the Transcriber, the Court Registry will file the Transcript as the Official Transcript if
- (a) the Transcript complies with the standards set out in the Transcription Manual and applicable enactments,
 - (b) the Transcript is certified in accordance with section 2.40 and 2.41, if relevant,
 - (c) the Court Registry has no record of any other Transcript being ordered in respect of the portion of the Proceedings transcribed, and
 - (d) the Court Registry is not aware of any failure by the Contractor to comply with the Services as required by the terms of this Agreement.

Amendment of Transcript

47.^{s.3}

48.

49. Any amendment required in a Transcript or a Judge-Approved Transcript after it has been filed at the Court Registry or released to an ordering party must be made by way of corrigendum certified by the Transcriber, such corrigendum is to be attached to the original transcript and all distributed copies.

Change to or Cancellation of Transcript Order

50. The Contractor must, upon receiving notice of a change to or cancellation of a Transcript order immediately provide written notification to the Court Registry of any change to or cancellation of the Transcript order; and if cancelled, follow the requirements for return and/or destruction of Material and other information provided to the Contractor as set out in section 2.31 of this Agreement.
51. The Contractor acknowledges that, after it has received a cancellation notification, any Transcript prepared in relation to the Proceedings will not be certified by the Court Registry as the Official Transcript, regardless of when it is completed.
52. If the final Transcript includes more of the Proceedings than were requested in the Transcript Order Form, the Court Registry will not certify those extra portions as the Official Transcript.

Transitional

53. If the Contractor receives a Second Party Order for a Transcript where the First Party Order for the Transcript was or is being completed by an Authorized Reporter or transcription firm other than the Contractor (the "Initial Transcriber"), the Contractor must acquire the Transcript from the Initial Transcriber and then provide the Transcript to the ordering party.

54. If the Initial Transcriber is unwilling or unable to provide the Contractor with the Transcript at a reasonable rate, the Ministry will provide a copy of the Transcript, if available, upon payment of the copy rate fee authorized under the Rules of Court, the Ministry or the Province.
55. The maximum rate the Contractor will be entitled to charge the ordering party for a Second Party Order is the applicable Second Party rate set out in Schedule B.
56. If the Initial Transcriber is currently under contract with the Ministry to provide Services in another Service Area and if the Contractor and the Initial Transcriber agree, the Contractor may direct the Second Party Order to the Initial Transcriber.

In Camera Proceedings, Sealed Files and proceedings requiring court order to obtain transcript

57. s.3

58. If the Contractor receives or accesses Digital Audio Recording, Material and any other information, such as a Digital Storage Device or accompanying log notes, with references to in camera Proceedings, sealed files or proceedings that require a court order to transcribe
 - (a) the Contractor must receive written confirmation from the Court Registry that the Contractor may proceed with the Transcript before proceeding with the Transcript order; or
 - (b) where confirmation is not provided, the Contractor must return the Digital Storage Device, Material and any other information relating to the Proceeding in the possession of the Contractor to the Court Registry and/or must delete the Digital Audio Recording and any other material following the requirements of section 2.31 of this Agreement.

Complaint Resolution

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

Reporting requirements

62. The Contractor will provide a semi-annual report, in electronic .xlsx workbook format, for each Service Area, in which it provides the following:

[ATCSB21JCW]

CMSB-December 9, 2022

- i. Total Original Pages Produced (sum of v. to viii.)
- ii. Total First Party Copies
- iii. Total Second Party Copies and years of transcripts requested
- iv. Total Same Party Copies
- v. Total Standard Transcripts and # of pages
- vi. Total Priority Transcripts and # of pages
- vii. Total Expedited Transcripts and # of pages
- viii. Total Daily Transcripts and # of pages
- ix. Total Judge Approved Transcripts and # of pages
- x. Total Number of Court of Appeal Transcript Books Produced
- xi. Total Number of Court of Appeal - Appeal Books Produced

The semi-annual report is to be delivered to:

Christopher Steinbach, Director, Finance and Administration
Ministry Attorney General, Court Services Branch
PO Box 9249 STN PROV GOVT
6th Floor- 850 Burdett Ave.
Victoria, BC V8W 9J2

PART 3. RELATED DOCUMENTATION:

1. n/a

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Joanne Christensen, President
 - (b) Yvonne Mayor, Secretary and Account Executive
 - (c) Jana Jones, General Manager

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Withheld pursuant to/removed as

s.17

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: ATCSB21JCW

Requisition No.: _____

Solicitation No.(if applicable): RFP 11518

Commodity Code: _____

Contractor Information

Supplier Name: J.C WordAssist Ltd

Supplier No.: _____

Telephone No.: 1-888-811-9882

E-mail Address: joanne@jcword.com

Website: _____

Financial Information

Client: _____

Responsibility Centre: _____

Service Line: _____

STOB: _____

Project: _____

Template version: February 20, 2020

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SCHEDULE A – SERVICES

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SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 1st day of October 2020.

BETWEEN:

J.C. WordAssist Ltd. (the "Contractor") with the following specified address and fax number:

111 Skinner Street
Nanaimo, BC V9R 5E8
1-800-754-3020

AND:

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

PO Box 9249 STN PROV GOV
6th Floor, 850 Burdett Ave.
Victoria, BC V8W 9J2
Fax: 250-356-8152

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 embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province’s options on default

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

Delay not a waiver

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

Province’s right to terminate other than for default

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

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the

portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
 - (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the 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.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 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>30</u> day of <u>SEPTEMBER</u>, 2020 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>s.22</p> <p>Print Title(s)</p>	<p>SIGNED on the <u>1</u> day of <u>October</u>, 2020 on behalf of the Province by its duly authorized representative:</p> <p>s.22</p> <p>Dan Chiddell</p> <p>Print Name</p> <p>A/Executive Director, Corporate Support, CSB</p> <p>Print Title</p>
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Schedule A - Services

PART 1. TERM:

1. s.3

2.

3.

4.

5. The dispute resolution provisions in the Contract will not apply in respect of the negotiation of fee increases.

PART 2. SERVICES:

Definitions

1. In this Agreement and the Schedules, unless the context otherwise requires:
 - (a) "Authorized Reporter" means a person who is authorized by the Ministry under the Official Reporters Regulation to the *Court Rules Act* and may be retained to attend a Proceeding for the purpose of producing an accurate transcript of the Proceeding or part thereof;
 - (b) "Business Day" means a day, other than a Saturday, Sunday or holiday, on which Provincial government offices are open for normal business in British Columbia;
 - (c) "Court of Appeal" means the Court of Appeal of British Columbia;
 - (d) "Court Registry" means the registry at which the Proceeding which is the subject of a Transcript order was heard or, when identified by the Ministry, other registry or location including a virtual location;

- (e) "Daily Transcript" means a transcript required to be prepared in any requested format and made available to the ordering party by 9:00 a.m. on the Business Day following the date the transcript was requested, provided the order was placed with the registry before 4:00 p.m.;
- (f) "Digital Audio Recording" means a digitally stored audio recording;
- (g) "Digital Storage Device" means a compact disc (CD), digital versatile disc (DVD), mobile USB, electronic file server or any other form of digital storage device as designated by the Ministry;
- (h) "Expedited Transcript" means a transcript required to be prepared in any requested format and the electronic made available to the ordering party by the third Business Day after the date on which it was ordered and the paper copy, if ordered, received by the ordering party within five Business Days of the date on which it was ordered;
- (i) "First Party Order" means the first order placed by any person for a Transcript or portion of a Transcript (paper copy, electronic or both);
- (j) "Judge Approved Transcripts" means a transcript of oral reasons for judgment, oral reasons for sentencing, oral rulings, or oral changes to the jury;
- (k) **"Judicial Court Records Access Policies"** means the
 - i. Court of Appeal Record and Courtroom Access Policy found at http://www.courts.gov.bc.ca/Court_of_Appeal/practice_and_procedure/record_and_courtroom_access_policy/PDF/Court_of_Appeal_Record_and_Courtroom_Access_Policy.pdf
 - ii. Supreme Court of British Columbia Court Record Access Policy found at https://www.bccourts.ca/supreme_court/media/BCSC_Court_Record_Access_Policy.pdf; and
 - iii. Provincial Court's Public and Media Access Policies found at <http://www.provincialcourt.bc.ca/about-the-court/court-policies> as amended from time to time by the Courts.
- (l) "Ministry" means the Ministry of Attorney General of the Province of British Columbia and includes Court Services Branch, BC Prosecution Service and Legal Services Branch;
- (m) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- (n) "Official Transcript" means a Transcript which has been filed in and certified in the manner required under the Official Reports Regulation to the *Court Rules Act* as the official transcript in respect of a Proceeding;
- (o) "Priority Transcript" means a transcript required to be prepared in any requested format and made available to the ordering party within ten(10) Business Days after the date on which it was ordered;
- (p) "Proceeding" means an action, suit, case, matter, appeal or originating application, whether civil or criminal, heard before the Court of Appeal, the Supreme Court or the Provincial Court;
- (q) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- (r) "Provincial Court" means the Provincial Court of British Columbia;

- (s) "Second Party Order" means the second or subsequent order for a Transcript or portion of a Transcript (paper copy, electronic or both) where the Transcript has already been produced or is in the process of being produced by the Contractor, another transcription firm or an Authorized Reporter;
- (t) "Service Area" means the area in which the Contractor has been retained to provide the Services;
- (u) "Supreme Court" means the Supreme Court of British Columbia;
- (v) "Standard Transcript" means a transcript that is not ordered as an Daily, Expedited or Priority Transcript and is required to be prepared in any requested format and made available within twenty two (22) Business Days after the date on which it was ordered, unless the ordering party consents to a longer period, or as required for specific types of proceedings as follows:
 - i. where it is a transcript of oral reasons for judgment, sentencing, a ruling, or a charge to the jury, delivered to the judicial officer for editing within five (5) Business Days after the transcript is ordered;
 - ii. where it is a transcript or transcript extract for appeal purposes, with the exception of transcripts for s. 684 applications or interlocutory criminal matters, delivered to the ordering party within sixty (60) days after bringing the appeal, unless further extensions are granted by the Court of Appeal;
 - iii. where it is a transcript of a hearing under the *Interjurisdictional Support Order Act*, or other reciprocal maintenance hearings, delivered to the ordering party within fourteen (14) Business Days after the transcript is ordered;
 - iv. where it is a transcript of a preliminary inquiry, delivered to the ordering party within twenty-two (22) Business Days after the transcript is ordered.
- (w) "Legal Services Society" means the Legal Services Society of British Columbia, S.B.C. 2002 c. 30, established pursuant to the Legal Services Society Act and for the purposes of this proposal and the General Services Agreement includes its clients, employees, contractors and lawyers it retains on behalf of clients;
- (x) "Term" means the Term as defined in the Contract;
- (y) "Transcriber" means the individual who prepares the Transcript on behalf of the Contractor;
- (z) "Transcript" means a transcript of a Proceeding produced and distributed as part of the Services; and
- (aa) "Transcription Manual" means the Ministry's British Columbia Court Transcription Manual located at <https://www2.gov.bc.ca/assets/gov/law-crime-and-justice/courthouse-services/court-files-records/transcribers-forms-information/court-transcription-manual.pdf> as amended from time to time by the Ministry

General

2. The Contractor acknowledges that there is no guaranteed volume of Transcripts under this Agreement, and that the volume of orders for Transcripts may not remain constant.

3. The Contractor will have the right, exclusive of any other transcription company, to preparation of Transcripts within the Service Area.
4. The Contractor will provide the Services in **Areas: 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12**
5. The Contractor acknowledges that the Court Registry may refuse to certify a Transcript or portions of a Transcript as the Official Transcript where that Transcript or portions thereof do not meet the standards set out in this Schedule, the Transcription Manual, and/or applicable enactments.
6. The Contractor acknowledges that the ordering party of a Transcript may make copies for their own use in paper or electronic format, and that the ordering party may distribute those copies to clients, employees, contractors, and lawyers retains by the ordering party, and/or as required by judicial order.

The Ministry

7. During the Term, the Ministry will provide the Contractor's contact information to persons who wish to order Transcripts.
8. If an Authorized Reporter has been retained by any of the parties to a Proceeding, the Ministry reserves the right to obtain Transcripts from that Authorized Reporter.
9. Despite section 2.3 of this Schedule, the Ministry reserves the right to:
 - (a) retain the services of another transcription company, an Authorized Reporter or other person where the Ministry determines, in its sole discretion, that the Contractor cannot or should not be performing the services;
 - (b) retain the services of an Authorized Reporter for creating a Transcript in respect of a civil Proceeding in Supreme Court where the Ministry determines, in its sole discretion, that circumstances require it;
 - (c) perform pilot projects regarding the creation of Transcripts where the Ministry, in its sole discretion, elects to do so;
 - (d) implement new procedures and methods for the creation of Transcripts whether following a pilot project or otherwise.
10. The Ministry reserves the right to, Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.
11. The Ministry, in its sole discretion and at any time, may provide copies of Transcripts, prepared by or on behalf of the Contractor and filed in a Court Registry, to other persons.

Transcript Orders

12. The provisions in sections 2.12 to 2.37 apply to Transcripts requested by the Ministry or other person.
13. The Contractor will receive and process orders for Transcripts in electronic form, by fax or in other form determined by the Ministry, whether the order is from the Ministry or other person.
14. The Ministry or other person may order a Transcript to be prepared as follows:
 - (a) Daily Transcript;
 - (b) Expedited Transcript;
 - (c) Priority Transcript; or
 - (d) Standard Transcript.
15. If a Transcript is ordered for a criminal Proceeding conducted, in whole or part, in French, the Contractor is required to produce the Transcript in French for the part of the Proceeding that was conducted in French.
16. Prior to preparing a Transcript, the Contractor must ensure that the ordering party is authorized to obtain the Transcript in accordance with the Judicial Court Records Access Policies and any applicable enactments.
17. The Contractor must not provide a Transcript to an ordering party unless the Contractor has determined that the ordering party is authorized to obtain the Transcript in accordance with Judicial Court Records Access Policies and any applicable enactments.
18. Unless otherwise instructed by the Court Registry, the Contractor must inform a person ordering a transcript that a prior First Party Order has been received for the requested Transcript.
19. The Contractor must ensure that all Transcripts prepared by or for the Contractor are in the form and format set out in the Transcription Manual, applicable enactments and are in accordance with the terms and conditions of this Agreement.

Access, Use and Destruction of audio and related material provided by Court Registry

20. On receiving a request from the Contractor for a Digital Audio Recording in respect of a Proceeding:
 - (a) if the Court Registry:
 - i. does not have a Transcript in the court record for that Proceeding or portion of that Proceeding; and
 - ii. is not aware of any previous order for a Transcript for that Proceeding,

and

(b) if the Contractor has confirmed that

- i. the ordering party is authorized to obtain a Transcript in accordance with Judicial Court Records Access Policies, court orders and applicable enactments, and
- ii. the Transcript ordered has not already been prepared in full or in part,

then

(c) the Court Registry will provide the Contractor, in the manner and by the means determined by the Ministry in its sole discretion for delivery of audio recordings to the Contractor, with

- i. a Digital Audio Recording or other audio recording of the Proceedings;
- ii. a copy of the relevant sections of the log notes including counsel names and initials;
- iii. in a criminal Proceeding, a copy of the indictment and exhibit list if the logging notes do not contain a description of the exhibit; and
- iv. any extra copies of reference material which the court clerk may have obtained during the Proceeding.

21. The Contractor is solely responsible for all costs associated with

- (a) provision, operation and maintenance of equipment, and communications and other hardware and software necessary to access any system or application in use by the Ministry for the purpose of the delivery of audio recordings and other material to the Contractor and others, and/or for the purpose of receipt of the Transcript from the Contractor and others;
- (b) any required upgrades to the equipment, hardware and/or software required in section
- (c) to meet the system or application requirements for access;
- (d) network connection charges, if applicable;
- (e) distributing the Transcript in paper format and electronic format, or as requested by the Ministry, to the Court Registry;
- (f) distributing the Transcript in paper format and electronic format, or as requested, to the Ministry if it is the person who ordered the Transcript; and
- (g) distributing the Transcript in paper and/or electronic format to the person who ordered the Transcript.

22. of the Contractor, the Court Registry will provide the name and telephone number of the transcription at the request firm or Authorized Reporter that has already placed an order for or produced a Transcript in relation to a Proceeding.

23. If the Contractor requests material from the Court Registry for preparation of Transcripts for an appeal, the Contractor must retain all material until the Transcripts are filed with the Court of Appeal and must then return or destroy the material and all copies in the manner required in the Transcription Manual.

24. In the event that the Court Registry provides the Contractor with the incorrect Digital Audio Recording as a result of a mistake on its part, the correct Digital Audio Recording will be provided to the Contractor at the Ministry's expense.
25. At all times, the Contractor will follow the requirements of this Agreement, the Transcription Manual and applicable enactments in accessing, storing, using, distributing and destroying Digital Audio Recordings, other audio recordings, Material, and all other information relating to a Proceeding in the custody and/or control of the Contractor and/or any Subcontractor. The Ministry reserves the right to audit, on a regular schedule or from time-to-time, compliance with this condition.

Digital Audio Recordings

26. When requesting a Digital Audio Recording from the Court Registry, the Contractor must, where a Transcript order is made
 - (a) on behalf of Legal Services Branch, Court Services Branch, or Criminal Justice Branch, use the Transcript Order Form; or
 - (b) in respect of Judge Approved Transcript from a Proceeding in Supreme Court, use the Finalization and Distribution of Oral Reasons Transcript Request Form as either are amended from time to time.
27. The Court Registry will make reasonable efforts to provide the Contractor with a Digital Audio Recording of sufficient quality to allow the Contractor to prepare the Transcript. If the Contractor is unable to do so as a result of the quality of the Digital Audio Recording, the Contractor will inform the Court Registry and the CSB Contact of the sections of the Digital Audio Recording that are inaudible. Wherever possible, the Court Registry will provide the Contractor with another copy of the whole or part of the Digital Audio Recording for the purpose of preparation of a Transcript.
28. When the quality of the Digital Audio recording is poor or inaudible:
 - (a) in the event the quality of the Digital Audio Recording significantly impairs the ability of the Contractor to complete the Transcript, the manager of the Court Registry may negotiate a higher price than provided for under this Agreement with the Contractor to compensate for additional time and effort spent to complete the Transcript; or
 - (b) in the event the quality of the Transcript prevents the Contractor from completing the Transcript, the manager of the Court Registry may cancel the order for the Transcript and pay the Contractor for pages completed pursuant to the rate provided for under this Agreement or at a higher price than provided for under this Agreement.
29. Nothing in this Agreement prevents the Ministry from arranging for the preparation of a Transcript by another transcriber or transcription company or by any other means in the event the Contractor is unable to complete a Transcript under section 2.27.

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

Transcript Services

31. On receiving an order for a Transcript, the Contractor must:

- (a) check its database to ensure that the Transcript ordered has not already been prepared in full or in part;
- (b) confirm the Transcript delivery date with the ordering party;
- (c) inform the ordering party and the manager of the Court Registry of any anticipated delay and any revised delivery date as soon as possible;
- (d) for First Party Orders, request and access the Digital Audio Recording and other material relevant to the preparation of the Transcript in the manner required by the Ministry as set out in the Transcription Manual or other written direction, which may change from time to time as technology and new procedures are developed by the Ministry;
- (e) request access to the Digital Audio Recording using the appropriate order form;
- (f) comply with all access, security and destruction requirements as set out under this Agreement and the Transcription Manual;
- (g) transcribe and proof-read Transcripts in accordance with the standards outlined in the Transcription Manual;
- (h) copy and bind, if required, a sufficient number of paper Transcripts;
- (i) provide the electronic copy of the Transcript in the format or any other format identified by the Ministry;
- (j) ensure that any Transcript produced will be certified as “true and accurate” and signed by the Transcriber in ink or as specified by the Ministry;
- (k) deliver the original Transcript to the Court Registry as designated by the Ministry;
- (l) deliver copies of the Transcript as designated by the Ministry or ordering party;
- (m) deliver, FOB destination (delivery charges included where applicable), Transcripts within the time limits specified in this Agreement;
- (n) collect fees only as permitted under this Agreement for orders placed by the Ministry and any other ordering party;
- (o) invoice the Ministry as required in this Agreement; and
- (p) comply with any other requirements in this Agreement, the Transcription Manual and/or relevant enactments.

32. The Contractor must:

- (a) ensure that the Contractor, their employees and Subcontractors keep confidential and secure, all Digital Audio Recordings, Transcripts and any Material and other information obtained in the course of providing Services to the standard set by the Ministry, and as amended from time-to-time;
- (b) ensure that the Contractor, their employees and Subcontractors follow the retention and disposal requirements with regards to the Digital Audio Recordings, Transcripts and any Material and other information obtained in the course of providing Services to the standard set by the Ministry, and as amended from time-to-time; and

for greater certainty, this means the Contractor is responsible for ensuring that:

- (c) all Digital Audio Recordings, Transcripts, Material and other information provided to the Contractor and/or obtained in the course of providing Services are destroyed in the manner and to the standard set by the ministry, as amended from time-to-time; and
 - (d) all Transcripts produced under this Agreement are held in a secure manner and to the standard set by the Ministry, as amended from time-to-time, until the Transcripts are destroyed as required under this Agreement, the Transcript Manual and/or relevant enactments.
33. The Contractor must not use the Digital Audio Recordings, Transcripts, Material and other information provided to the Contractor and/or obtained in the course of providing Services for any purpose other than creating a Transcript pursuant to the Transcript order.
34. The Ministry reserves the right to audit, on a regular schedule or from time-to-time, compliance with sections 2.31 and 2.32 of this Agreement.

Judge-Approved Transcripts

35. Where the Contractor receives a request for Judge Approved Transcripts, the Contractor must comply with the requirements of the Transcription Manual and any written instructions and procedures issued by the Ministry.
36. The Contractor acknowledges that the production of Judge Approved Transcripts may take additional time,^{s.3}
- s.3
37. Where the Contractor receives a request for a Judge Approved Transcript, the Contractor will provide the draft of the Judge Approved Transcript to the Court Registry within five (5) days of receiving the order; the Court Registry will then forward the Transcript to the appropriate judicial administrative assistant.
38. ^{s.3}

(a)^{s.3}

(b).

Transcripts for Appeals and Appeal Books

39. The Contractor acknowledges that it does not have exclusive rights to prepare copies of a Transcript required for an appeal or an appeal book but must do so if requested.
40. On receiving an order for a Transcript for Appeal or an appeal book, the Contractor will follow the procedures set out in the Transcription Manual.
41. The Contractor acknowledges that the requirements set out in sections 2.31 and 2.32 of this Agreement apply to an order for a Transcript for Appeal or an appeal book.

Transcripts Produced by Multiple Transcription Companies or Authorized Reporters

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

Certification of Transcript for Accuracy and Completeness

44. The Contractor must require each Transcriber who transcribes a portion of any Proceedings to certify the accuracy and completeness of the portion of the Transcript that the Transcriber completed.
45. In circumstances where a Transcript is created by more than one Transcriber, the Contractor must ensure that each Transcriber has certified that his or her portion of the Transcript is complete and accurate.
46. After receipt of the Transcript from the Contractor and certified by the Transcriber, the Court Registry will file the Transcript as the Official Transcript if

- (a) the Transcript complies with the standards set out in the Transcription Manual and applicable enactments,
- (b) the Transcript is certified in accordance with section 2.40 and 2.41, if relevant,
- (c) the Court Registry has no record of any other Transcript being ordered in respect of the portion of the Proceedings transcribed, and
- (d) the Court Registry is not aware of any failure by the Contractor to comply with the Services as required by the terms of this Agreement.

Amendment of Transcript

47. s.3

48.

49. Any amendment required in a Transcript or a Judge-Approved Transcript after it has been filed at the Court Registry or released to an ordering party must be made by way of corrigendum certified by the Transcriber, such corrigendum is to be attached to the original transcript and all distributed copies.

Change to or Cancellation of Transcript Order

50. The Contractor must, upon receiving notice of a change to or cancellation of a Transcript order immediately provide written notification to the Court Registry of any change to or cancellation of the Transcript order; and if cancelled, follow the requirements for return and/or destruction of Material and other information provided to the Contractor as set out in section 2.31 of this Agreement.
51. The Contractor acknowledges that, after it has received a cancellation notification, any Transcript prepared in relation to the Proceedings will not be certified by the Court Registry as the Official Transcript, regardless of when it is completed.
52. If the final Transcript includes more of the Proceedings than were requested in the Transcript Order Form, the Court Registry will not certify those extra portions as the Official Transcript.

Transitional

53. If the Contractor receives a Second Party Order for a Transcript where the First Party Order for the Transcript was or is being completed by an Authorized Reporter or transcription firm other than the Contractor (the "Initial Transcriber"), the Contractor must acquire the Transcript from the Initial Transcriber and then provide the Transcript to the ordering party.
54. If the Initial Transcriber is unwilling or unable to provide the Contractor with the Transcript at a reasonable rate, the Ministry will provide a copy of the Transcript, if available, upon payment of the copy rate fee authorized under the Rules of Court, the Ministry or the Province.

55. The maximum rate the Contractor will be entitled to charge the ordering party for a Second Party Order is the applicable Second Party rate set out in Schedule B.
56. If the Initial Transcriber is currently under contract with the Ministry to provide Services in another Service Area and if the Contractor and the Initial Transcriber agree, the Contractor may direct the Second Party Order to the Initial Transcriber.

In Camera Proceedings, Sealed Files and proceedings requiring court order to obtain transcript

57. ^{s.3}

58. If the Contractor receives or accesses Digital Audio Recording, Material and any other information, such as a Digital Storage Device or accompanying log notes, with references to in camera Proceedings, sealed files or proceedings that require a court order to transcribe
 - (a) the Contractor must receive written confirmation from the Court Registry that the Contractor may proceed with the Transcript before proceeding with the Transcript order; or
 - (b) where confirmation is not provided, the Contractor must return the Digital Storage Device, Material and any other information relating to the Proceeding in the possession of the Contractor to the Court Registry and/or must delete the Digital Audio Recording and any other material following the requirements of section 2.31 of this Agreement.

Complaint Resolution

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

Reporting requirements

62. The Contractor will provide a semi-annual report, in electronic .xlsx workbook format, for each Service Area, in which it provides the following:
 - i. Total Original Pages Produced (sum of v. to viii.)
 - ii. Total First Party Copies
 - iii. Total Second Party Copies and years of transcripts requested
 - iv. Total Same Party Copies
 - v. Total Standard Transcripts and # of pages

- vi. Total Priority Transcripts and # of pages
- vii. Total Expedited Transcripts and # of pages
- viii. Total Daily Transcripts and # of pages
- ix. Total Judge Approved Transcripts and # of pages
- x. Total Number of Court of Appeal Transcript Books Produced
- xi. Total Number of Court of Appeal - Appeal Books Produced

The semi-annual report is to be delivered to:

Christopher Steinbach, Director, Finance and Administration
Ministry Attorney General, Court Services Branch
PO Box 9249 STN PROV GOVT
6th Floor- 850 Burdett Ave.
Victoria, BC V8W 9J2

PART 3. RELATED DOCUMENTATION:

- 1. n/a

PART 4. KEY PERSONNEL:

- 1. The Key Personnel of the Contractor are as follows:
 - (a) Joanne Christensen, President
 - (b) Yvonne Mayor, Secretary and Account Executive
 - (c) Jana Jones, General Manager

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

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

2. FEES:

Refer to Appendix B1 – Pricing Table

Rate per Unit/Deliverable

The price for each element described in Pricing Table located in Appendix B1 will apply to orders for Transcripts from the Ministry, Legal Services Society, and to orders from any other interested parties as follows:

- a) The Contractor is solely responsible for the costs set out in Section 21 of Schedule A including, but not limited to costs associated with
 - i. requesting and obtaining and accessing the Digital Audio Recording and any materials required for the preparation of the Transcript;
 - ii. distributing the Transcript in paper format and electronic format, or as requested, to the Court Registry;
 - iii. distributing the Transcript in paper format and electronic format, or as requested, to the Ministry if it is the ordering party;
 - iv. distributing the Transcript in electronic format to the requesting party.
- b) Where the Transcript is requested by any other interested parties, other than the Ministry and the Legal Services Society, the applicable rates per unit/deliverable as set out in the Pricing Proposal Table submitted by the Proponent will apply. Where the Ministry or the Legal Services Society is the first party ordering a Transcript, the Ministry or the Legal Services Society as the case may be, will pay the applicable basic Transcript rate and the Same Party Copy rate for any and all paper copies requested at any time.
- c) Where the Ministry or the Legal Services Society orders a Transcript of a Proceeding under a Second Party Order the Ministry, or the Legal Services Society as the case may be, the Same Party Copy rate will apply to any further paper copies the Ministry or the Legal Services Society orders.
- d) Where the Transcript is requested by any other interested parties, other than the Ministry or the Legal Services Society or counsel appointed by the Legal Services Society, the applicable rates per unit/deliverable as set out in the Pricing Proposal Table submitted by the Proponent will apply.

3. EXPENSES:

Expenses: None.

4. STATEMENTS OF ACCOUNT:

Statements of Account:

1. For the purposes of billing for Transcripts, each of the following branches of the Ministry are considered to be a separate party:
 - (a) Court Services Branch;
 - (b) British Columbia Prosecution Service; and
 - (c) Legal Services Branch
2. In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the relevant Branch of the Ministry that requested the Transcript, a written statement of account in a form 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 (units/deliverables) provided during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
 - (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, 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.
3. When delivering a Transcript ordered by the Ministry, the Transcript Order Form must accompany the Transcript and must bear any confirmations received from the Court Registry.
4. Where the Ministry orders a Transcript on behalf of Correctional Services Canada, the Contractor must invoice Correctional Services Canada for the Transcript ordered. The Court Registry will provide contact information for Correctional Services Canada.

5. PAYMENTS DUE:

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 (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.

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Withheld pursuant to/removed as

s.17

Schedule C – Approved Subcontractor(s)

SUBCONTRACTOR - BILINGUAL TRANSCRIPTION

StenoTran Services Inc.
Suite 711, 136-2446 Bank Street Ottawa, ON K1V 1A8
Telephone: 613-521-0703, Fax: 613-521-7668
Email: bill.curley@stenotran.com Manager: William Curley

SUBCONTRACTOR - PHOTOCOPY AGENTS

MAINLAND:

VANCOUVER/NEW WESTMINSTER: Madelaine Mongey, former JCW employee
CHILLIWACK: Katheleen Jensen, retired Court Services employee

NORTH REGION:

PRINCE GEORGE: Kayla Redpath, retired Court Services employee
SMITHERS: Donna Riel, retired Court Services employee
NELSON: Shirley Stone, retired Court Services employee
FORT ST. JOHN: Tricia Hotchkiss, auxiliary registry staff

INTERIOR REGION:

KAMLOOPS: Teresa Baber, employee, law firm
VERNON: Ella Jarvis, JCW Transcriber
KELOWNA: Shelley Kean, court reporter
SALMON ARM: Phaedra Idzan, retired Court Services employee

VANCOUVER ISLAND REGION:

COURTENAY: Kimberley Pierce, employee, law firm
VICTORIA: Sandy Germain, freelance paralegal

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*;
 - (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; and
 - (e) “**privacy course**” means the Province’s online privacy and information sharing training course.

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.

Privacy Training

- 6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.
- 7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

- 10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
- 11. When issuing a written direction under section 10, 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 12.
- 12. Within 5 Business Days of correcting or annotating any personal information under section 10, 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.
- 13. 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

14. 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

15. 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

16. 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

17. 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

18. 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.
19. 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

20. 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

21. 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

22. 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

23. 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.
24. 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

25. 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

26. 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

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. 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.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. 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.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);

- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

- 2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

- 3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
 - (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check that is updated at least every five years;
 - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
 - (d) performing any additional screening this Agreement or applicable law may require; and
 - (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:
 - (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
 - (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

29. The Contractor must ensure that all Systems and Devices:
- (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
- (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
- (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;
 - (c) request based access; and

- (d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

- 33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
- 34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
- 35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
- 36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
- 37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

- 38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
- 39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
 - (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:
 - (a) at such level of protection as the Province may instruct ; and

- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;
- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
- (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:

- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
- (b) are configured to perform antivirus scans at least once per week;
- (c) have host based firewall configured, enabled and active at all times; and
- (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:

- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
- (b) implement processes to stay current with security threats.

Patching

- 56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
- 58. The Contractor must ensure that vulnerabilities are remedied, and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
- 59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

- 60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

- 61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

- 62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;

- (b) have antivirus and malware definitions updated at least once a day; and
- (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

- 63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

- 64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
- 65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

- 66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
- 68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

- 69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

- 70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
 - (d) maintain a chain of custody in all such security investigations it undertakes.
73. Upon the Province's request, the Contractor must:
- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
 - (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).
74. The Contractor must work with and support the Province if the Province needs assistance in legal Proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. 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.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.

84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

Minimum Security Requirements and Encryption

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

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

Encryption

- 2.1 The Ministry endorses and supports the current OCIO standard for encryption.

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

Schedule H – Tax Verification Schedule

1. In this Schedule:
 - a) **“Tax Verification Letter”** means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) **“Valid”** means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.