

MODIFICATION AGREEMENT #1

C23PREM1596

THIS MODIFICATION AGREEMENT is effective as of the 27 day of July, 2023

BETWEEN:

Lisa Helps (the "Contractor") with the following specified address:
s.22

Email: lisa@lisahelpscities.ca

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Premier (the "Province") with the following specified address:

PO Box 9041, STN PROV GOV
Victoria, British Columbia V8W 9E1

BACKGROUND

- A. The parties entered into an agreement dated January 26, 2023, a copy of which is attached as Exhibit 1 (the "Original Agreement"). Contract #: C23PREM1596.
- B. The parties agree to extend the term of the Original Agreement, delete the option of a renewal term, increase the maximum amount of expenses and increase the maximum amount payable.
- C. The parties agree to amend the parties' right to terminate other than on an Event of Default.

AGREEMENT

The parties agree as follows:

- 1. Notwithstanding the date of execution and delivery of this Modification Agreement, the parties continue to be bound by the Original Agreement, and the Original Agreement, as amended by this Modification Agreement, remains in full force and effect.
- 2. Section 11 [Default and Termination] of the Original Agreement is amended by deleting section 11.4, including the heading, and replacing it with the following:

Either party'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, either party may terminate this Agreement for any reason by giving at least 14 days' written notice of termination to the other party.

3. Section 1 of Part 1 of Schedule A [Services] to the Original Agreement is deleted and replaced with:
 1. The term of this Agreement commences on January 26th, 2023 and ends on November 25th, 2023.
4. Sections 2 and 3 of Part 1 of Schedule A [Services] to the Original Agreement are deleted.
5. Section 1 of Schedule B [Fees and Expenses] to the Original Agreement is amended by deleting the amount "\$85,000.00" and replacing it with "\$141,333.32".
6. Section 3 of Schedule B [Fees and Expenses] to the Original Agreement is amended by deleting the amount "\$5,000" and replacing it with "\$8,000".
7. This Modification Agreement may be entered into by a separate copy of this Modification 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 the delivery of notices in the Original Agreement or any other method agreed to by the parties.

The parties have executed this Modification Agreement as follows:

SIGNED AND DELIVERED on the 24 day of July, 2023 on behalf of the Province by its duly authorized representative:

Signature 

Print Name DON BAIN

SIGNED AND DELIVERED on the 21 day of July, 2023 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):

Signature 

Print Name Lisa Helps

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: C23PREM1596
Requisition No.: 1596
Solicitation No.(if applicable): _____
Commodity Code: _____

Contractor Information

Supplier Name: Lisa Helps
Supplier No.: s.22
Telephone No.: 2 5 0 - 6 6 1 - 2 7 0 8
Email Address: lisa@lisahelpscities.ca
Website: www.lisahelpscities.ca

Financial Information

Client: 004
Responsibility Centre: 36A10
Service Line: 36200
STOB: 6101/6102
Project: 3600000

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TABLE OF CONTENTS

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

| | | |
|-------|--|----|
| 9. | Indemnity and Insurance | 6 |
| 9.1 | Indemnity..... | 6 |
| 9.2 | Insurance..... | 6 |
| 9.3 | Workers compensation..... | 6 |
| 9.4 | Personal optional protection..... | 6 |
| 9.5 | Evidence of coverage..... | 7 |
| 10. | Force Majeure | 7 |
| 10.1 | Definitions relating to force majeure | 7 |
| 10.2 | Consequence of Event of Force Majeure | 7 |
| 10.3 | Duties of Affected Party | 7 |
| 11. | Default and Termination | 7 |
| 11.1 | Definitions relating to default and termination..... | 7 |
| 11.2 | Province's options on default | 8 |
| 11.3 | Delay not a waiver | 8 |
| 11.4 | Province's right to terminate other than for default | 8 |
| 11.5 | Payment consequences of termination..... | 8 |
| 11.6 | Discharge of liability..... | 8 |
| 11.7 | Notice in relation to Events of Default | 9 |
| 12. | Dispute Resolution | 9 |
| 12.1 | Dispute resolution process..... | 9 |
| 12.2 | Location of arbitration or mediation..... | 9 |
| 12.3 | Costs of mediation or arbitration | 9 |
| 13. | Miscellaneous | 9 |
| 13.1 | Delivery of notices | 9 |
| 13.2 | Change of address or fax number | 10 |
| 13.3 | Assignment | 10 |
| 13.4 | Subcontracting..... | 10 |
| 13.5 | Waiver | 10 |
| 13.6 | Modifications | 10 |
| 13.7 | Entire agreement | 10 |
| 13.8 | Survival of certain provisions..... | 10 |
| 13.9 | Schedules..... | 10 |
| 13.10 | Independent contractor | 11 |
| 13.11 | Personnel not to be employees of Province | 11 |
| 13.12 | Key Personnel..... | 11 |
| 13.13 | Pertinent Information | 11 |
| 13.14 | Conflict of interest..... | 11 |
| 13.15 | Time | 11 |
| 13.16 | Conflicts among provisions | 11 |
| 13.17 | Agreement not permit nor fetter | 11 |
| 13.18 | Remainder not affected by invalidity | 12 |
| 13.19 | Further assurances | 12 |
| 13.20 | Additional terms | 12 |
| 13.21 | Tax Verification | 12 |
| 13.22 | Governing law | 12 |
| 14. | Interpretation | 12 |
| 15. | Execution and Delivery of Agreement | 12 |

SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

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

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 26th day of January, 2023.

BETWEEN:

Lisa Helps (the "Contractor") with the following specified address:
s.22

Email: lisa@lisahelpscities.ca

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Premier (the "Province") with the following specified address:
PO Box 9041, STN PROV GOV
Victoria, British Columbia V8W 9E1

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 and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

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 Intentionally deleted.

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 Intentionally deleted.

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:
- (a) "Event of Default" means any of the following:

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

- 11.4 Either party may 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 60 days' written notice of termination to the the other party.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if either party 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; 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 determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

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

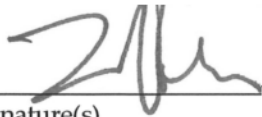

14.1 In this Agreement:

- (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 15 day of March, 2023 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p>  <p>_____ Signature(s)</p> <p><u>Lisa Helps</u> _____ Print Name</p> <p><u>Housing Solutions Advisor</u> _____ Print Title</p> | <p>SIGNED on the 15 day of March, 2023 on behalf of the Province by its duly authorized representative:</p>  <p>_____ Signature Don Bain</p> <p>_____ Print Name Deputy Chief of Staff</p> <p>_____ Print Title</p> |
|--|---|

Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on January 26th, 2023 and ends on July 25th, 2023 (the “Initial Term”).
2. The parties may renew this Agreement on the same terms and conditions, except this provision to renew for one additional one-year term that ends on July 25th, 2024 (the “Renewal Term”) by the Province requesting a Renewal Term no later than 60 days prior to the end of the Initial Term and the Contractor providing written agreement to the Renewal Term.
3. The Initial Term and the Renewal Term are collectively referred to as the “Term”.

PART 2. SERVICES:

Lisa Helps has been appointed as Housing Solutions Advisor. In addition to advising the Premier and Chief of Staff, she will work with the Minister of Housing, the Deputy Minister to the Premier, and the team in the Premier’s Office to initiate BC Builds.

Outcomes

Through the delivery of the Services the Province wishes to improve access to homes for middle-income families, individuals, and seniors that they can afford.

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

PART 3. RELATED DOCUMENTATION:

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

| | |
|--|-----------------|
| a. Appendix 1 – Ministry Invoice Payment Policy | ATTACHED |
| b. Appendix 2 – Sample Invoice | ATTACHED |
| c. Appendix 3 – Group II Rates – Expenses for Contractors | ATTACHED |
| d. Appendix 4 – Service Contractor Expense Claim Form | ATTACHED |

PART 4. KEY PERSONNEL:

Not applicable.

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, **\$85,000.00** is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Monthly: A monthly flat rate of \$13,333.33 when the Contractor performs Services during the Term.

3. EXPENSES:

Expenses: The following expenses are eligible to be claimed by the Contractor, to a maximum of \$5,000 during the Term:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away ^{s.22}
^{s.22} on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under the Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a “Billing Period”), the Contractor must deliver to the Province on a date after the Billing Period (each a “Billing Date”), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor’s legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor’s calculation of all fees claimed during that Billing Period, including a declaration by the Contractor of all units/deliverables which the Contractor 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.

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

Not applicable.

Schedule D – Insurance

Not applicable.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
 - (b) “**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;
 - (c) “**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;
 - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
 - (e) “**public body**” means “public body” as defined in the Act;
 - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
 - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
 - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

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

Acknowledgements

3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

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

Accuracy of Personal Information

9. 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 Information

10. If the Contractor receives a request for access to 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. 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

11. 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.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, 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 received by the Province, the Contractor disclosed the information being corrected or annotated.
14. 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

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. 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

20. 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. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information 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.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request 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 third-party request for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred

in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. 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, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. 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 regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. 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.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, 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

30. 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

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to “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 the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. 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

1. Paragraph (a) of section 5.3 of this Agreement is deleted and replaced with the following paragraphs:
 - “(a) as required to perform the Contractor’s obligations under this Agreement and the disclosure is either to a person who has given an undertaking of confidentiality acceptable to the Cabinet Secretary and Deputy Minister to the Premier or is a member of the Public Service of British Columbia;
 - (a.1) as required to comply with applicable laws;”.
2. Despite section 13.7, the Confidentiality Agreement signed by the Contractor on January 25th, 2023, (the “Confidentiality Agreement”) in relation to materials entitled “Advice to Premier” and the other confidential information covered by the Confidentiality Agreement applies and the Contractor agrees to comply with it.
3. In addition to the Contractor’s obligation in section 5.3 (Confidentiality), the Contractor must keep strictly confidential any legal advice the Contractor receives on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province, and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
4. Despite section 13.10 (Independent Contractor), the Contractor is an agent of the Province for the limited purpose of providing instructions on behalf of the Province to, and receiving legal advice on behalf of the Province from, the Province’s legal counsel.
5. In the event of a breach or suspected breach of the confidentiality or security-related obligations of the Contractor under this Agreement (the “Incident”), the Contractor will promptly advise the Cabinet Secretary and Deputy Minister to the Premier or the Deputy Cabinet Secretary of the circumstances surrounding the Incident and the steps it has or will take to minimize the impacts thereof; and to cooperate fully with any further investigation or action that the Province wishes to take in response to such an Incident
6. The Contractor agrees that they will be providing the Services in a confidential capacity as provided for in s. 15(1)(a) of the *Public Service Act* (the “PS Act”).
7. The Contractor agrees to comply with all the requirements of:
 - (a) the Political Staff Oath Regulation made under the PS Act; and
 - (b) the Standards of Conduct for Political Staff Regulation made under the PS Act.
8. The Contractor acknowledges the application of the Notice to Contractors of the BC Provincial Government attached as **Appendix 5** to this Agreement and found online at <https://www2.gov.bc.ca/gov/content/bc-procurement-resources/sell-to-government/contractor-vaccination-notice>, and agrees to comply with the requirements of that notice as it applies to this Agreement.
9. In addition to section 13.1, any notice contemplated by this Agreement can be delivered by email to the addressee's email address 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. Either party may from time to time give notice to the other party of a substitute email address, which from the date such notice is given will supersede for purposes of section 13.1 any previous email address specified for the party giving the notice.

10. The provisions in this Schedule F and the obligations referenced therein are intended to survive the completion of the Services or termination of this Agreement and will continue in force indefinitely, even after this Agreement ends.

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.
- T 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 H – Tax Verification Schedule

Not applicable.

MODIFICATION AGREEMENT #2

C23PREM1596

THIS MODIFICATION AGREEMENT #2 is effective as of the 20th day of November, 2023

BETWEEN:

Lisa Helps (the "Contractor") with the following specified address:
s.22

Email: lisa@lisahelpscities.ca

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Premier (the "Province") with the following specified address:
PO Box 9041, STN PROV GOV
Victoria, British Columbia V8W 9E1

BACKGROUND

- A. The parties entered into a General Service Agreement dated January 26, 2023, a copy of which is attached as Exhibit 1 (the "**Original Agreement**") and is numbered as Contract #: C23PREM1596.
- B. The parties agreed to modify certain terms and conditions of the Original Agreement pursuant to an agreement titled Modification Agreement #1, a copy of which is attached as Exhibit 2 ("**Modification Agreement #1**").
- C. The Original Agreement, as modified by Modification Agreement #1, is referred to in this Modification Agreement #2 ("**Modification Agreement #2**") as the "**Agreement**".
- D. In order for the Contractor to provide the final pre-implementation support for BC Builds, the parties have agreed to further extend the Term and to modify the terms and conditions of the Agreement pursuant to this Modification Agreement #2.

AGREEMENT

The parties agree as follows:

- 1. Notwithstanding the date of execution and delivery of this Modification Agreement #2, the parties continue to be bound by the Agreement, and the Agreement, as modified by this Modification Agreement #2, remains in full force and effect.
- 2. Section 1 of Part 1 of Schedule A [Services] to the Agreement is deleted and replaced with the following:
 - "1. The term of this Agreement commences on January 26th, 2023 and ends on January 15th, 2024."
- 3. Section 1 of Schedule B [Fees and Expenses] to the Agreement is amended by deleting the amount "\$141,333.32" and replacing it with "\$154,260.89".

4. Section 2 of Schedule B [Fees and Expenses] to the Agreement is deleted and replaced by the following:

“2. **FEES:**

Monthly: For Services performed by the Contractor during that portion of the Term from January 26th, 2023 to October 31st, 2023, a monthly flat rate of \$13,333.33. For the month of November 2023, that monthly flat rate will be pro-rated on a per diem basis based on the Services being provided from November 1st, 2023 to November 25th, 2023.

Hourly: For Services performed by the Contractor during that portion of the Term from November 26th, 2023 to January 15th, 2024, at a rate of \$150.00 per hour, up to a maximum of 10 hours per week, and a maximum total amount of \$10,928.57 over that portion of the Term.”

5. Section 3 of Schedule B [Fees and Expenses] to the Agreement is deleted and replaced by the following:

“3. **EXPENSES:**

Expenses: The following expenses are eligible to be claimed by the Contractor, to a maximum of \$8,000 for that portion of the Term from January 26th, 2023 to November 25th, 2023, and to a maximum of \$2,000 for that portion of the Term from November 26th, 2023 to January 15th, 2024:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away^{s.22} on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

excluding goods and services tax (“GST”) or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.”

6. Paragraph (c) of Section 4 of Schedule B [Fees and Expenses] to the Agreement is deleted and replaced by the following:

“(c) the Contractor's calculation of all fees claimed during that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;”

7. This Modification Agreement #2 may be entered into by a separate copy of this Modification Agreement #2 being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for the delivery of notices in the Agreement or any other method agreed to by the parties.

[The following page is the signature page]

The parties have executed this Modification Agreement #2 as follows:

SIGNED AND DELIVERED on the 20th day of November, 2023 on behalf of the Province by its duly authorized representative:

Signature  _____

Print Name Lisa Helps

SIGNED AND DELIVERED on the 20th day of November, 2023 by the:

Signature  _____

Print Name Don Bain

The following table is for the Province's contract administration purposes only:

| | |
|--------------------------|--------------|
| Previous Contract Total: | \$141,332.32 |
| Amendment Amount: | \$12,928.57 |
| New Contract Total: | \$154,260.89 |

Exhibit 1 – Original Agreement

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: _____
Requisition No.: _____
Solicitation No.(if applicable): _____
Commodity Code: _____

Contractor Information

Supplier Name: Lisa Helps
Supplier No.: s.22
Telephone No.: 2 5 0 - 6 6 1 - 2 7 0 8
Email Address: lisa@lisahelpscities.ca
Website: www.lisahelpscities.ca

Financial Information

Client: _____ 004
Responsibility Centre: _____ 36A10
Service Line: _____ 36200
STOB: _____ 6101/6102
Project: _____ 3600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

TABLE OF CONTENTS

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

| | | |
|-------|--|----|
| 9. | Indemnity and Insurance | 6 |
| 9.1 | Indemnity..... | 6 |
| 9.2 | Insurance..... | 6 |
| 9.3 | Workers compensation..... | 6 |
| 9.4 | Personal optional protection..... | 6 |
| 9.5 | Evidence of coverage..... | 7 |
| 10. | Force Majeure | 7 |
| 10.1 | Definitions relating to force majeure | 7 |
| 10.2 | Consequence of Event of Force Majeure | 7 |
| 10.3 | Duties of Affected Party | 7 |
| 11. | Default and Termination | 7 |
| 11.1 | Definitions relating to default and termination..... | 7 |
| 11.2 | Province's options on default | 8 |
| 11.3 | Delay not a waiver | 8 |
| 11.4 | Province's right to terminate other than for default | 8 |
| 11.5 | Payment consequences of termination..... | 8 |
| 11.6 | Discharge of liability..... | 8 |
| 11.7 | Notice in relation to Events of Default | 9 |
| 12. | Dispute Resolution | 9 |
| 12.1 | Dispute resolution process..... | 9 |
| 12.2 | Location of arbitration or mediation..... | 9 |
| 12.3 | Costs of mediation or arbitration | 9 |
| 13. | Miscellaneous | 9 |
| 13.1 | Delivery of notices | 9 |
| 13.2 | Change of address or fax number | 10 |
| 13.3 | Assignment | 10 |
| 13.4 | Subcontracting..... | 10 |
| 13.5 | Waiver | 10 |
| 13.6 | Modifications | 10 |
| 13.7 | Entire agreement | 10 |
| 13.8 | Survival of certain provisions..... | 10 |
| 13.9 | Schedules..... | 10 |
| 13.10 | Independent contractor | 11 |
| 13.11 | Personnel not to be employees of Province | 11 |
| 13.12 | Key Personnel..... | 11 |
| 13.13 | Pertinent Information | 11 |
| 13.14 | Conflict of interest..... | 11 |
| 13.15 | Time | 11 |
| 13.16 | Conflicts among provisions | 11 |
| 13.17 | Agreement not permit nor fetter | 11 |
| 13.18 | Remainder not affected by invalidity | 12 |
| 13.19 | Further assurances | 12 |
| 13.20 | Additional terms | 12 |
| 13.21 | Tax Verification | 12 |
| 13.22 | Governing law | 12 |
| 14. | Interpretation | 12 |
| 15. | Execution and Delivery of Agreement | 12 |

SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

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

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 26th day of January, 2023.

BETWEEN:

Lisa Helps (the "Contractor") with the following specified address:
s.22

Email: lisa@lisahelpscities.ca

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Premier (the "Province") with the following specified address:
PO Box 9041, STN PROV GOV
Victoria, British Columbia V8W 9E1

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 and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

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 Intentionally deleted.

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 Intentionally deleted.

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 Either party may 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 60 days' written notice of termination to the the other party.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if either party 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; 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 determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

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

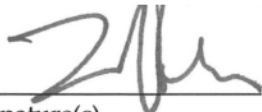

14.1 In this Agreement:

- (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 15 day of March, 2023 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Lisa Helps</u> _____ Print Name</p> <p><u>Housing Solutions Advisor</u> _____ Print Title</p> | <p>SIGNED on the 15 day of March, 2023 on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature Don Bain</p> <p>_____ Print Name Deputy Chief of Staff</p> <p>_____ Print Title</p> |
|--|---|

Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on January 26th, 2023 and ends on July 25th, 2023 (the “Initial Term”).
2. The parties may renew this Agreement on the same terms and conditions, except this provision to renew for one additional one-year term that ends on July 25th, 2024 (the “Renewal Term”) by the Province requesting a Renewal Term no later than 60 days prior to the end of the Initial Term and the Contractor providing written agreement to the Renewal Term.
3. The Initial Term and the Renewal Term are collectively referred to as the “Term”.

PART 2. SERVICES:

Lisa Helps has been appointed as Housing Solutions Advisor. In addition to advising the Premier and Chief of Staff, she will work with the Minister of Housing, the Deputy Minister to the Premier, and the team in the Premier’s Office to initiate BC Builds.

Outcomes

Through the delivery of the Services the Province wishes to improve access to homes for middle-income families, individuals, and seniors that they can afford.

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

PART 3. RELATED DOCUMENTATION:

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

| | |
|---|----------|
| a. Appendix 1 – Ministry Invoice Payment Policy | ATTACHED |
| b. Appendix 2 – Sample Invoice | ATTACHED |
| c. Appendix 3 – Group II Rates – Expenses for Contractors | ATTACHED |
| d. Appendix 4 – Service Contractor Expense Claim Form | ATTACHED |

PART 4. KEY PERSONNEL:

Not applicable.

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, **\$85,000.00** is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Monthly: A monthly flat rate of \$13,333.33 when the Contractor performs Services during the Term.

3. EXPENSES:

Expenses: The following expenses are eligible to be claimed by the Contractor, to a maximum of \$5,000 during the Term:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away^{s.22}
s.22 on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under the Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a “Billing Period”), the Contractor must deliver to the Province on a date after the Billing Period (each a “Billing Date”), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor’s legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor’s calculation of all fees claimed during that Billing Period, including a declaration by the Contractor of all units/deliverables which the Contractor 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.

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

Not applicable.

Schedule D – Insurance

Not applicable.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
 - (b) “**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;
 - (c) “**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;
 - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
 - (e) “**public body**” means “public body” as defined in the Act;
 - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
 - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
 - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

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

Acknowledgements

3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

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

Accuracy of Personal Information

9. 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 Information

10. If the Contractor receives a request for access to 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. 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

11. 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.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, 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 received by the Province, the Contractor disclosed the information being corrected or annotated.
14. 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

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. 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

20. 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. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information 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.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request 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 third-party request for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred

in response to a third-party request for disclosure,
subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. 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, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. 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 regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. 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.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, 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

30. 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

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to “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 the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. 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

1. Paragraph (a) of section 5.3 of this Agreement is deleted and replaced with the following paragraphs:
 - “(a) as required to perform the Contractor’s obligations under this Agreement and the disclosure is either to a person who has given an undertaking of confidentiality acceptable to the Cabinet Secretary and Deputy Minister to the Premier or is a member of the Public Service of British Columbia;
 - (a.1) as required to comply with applicable laws;”.
2. Despite section 13.7, the Confidentiality Agreement signed by the Contractor on January 25th, 2023, (the “Confidentiality Agreement”) in relation to materials entitled “Advice to Premier” and the other confidential information covered by the Confidentiality Agreement applies and the Contractor agrees to comply with it.
3. In addition to the Contractor’s obligation in section 5.3 (Confidentiality), the Contractor must keep strictly confidential any legal advice the Contractor receives on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province, and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
4. Despite section 13.10 (Independent Contractor), the Contractor is an agent of the Province for the limited purpose of providing instructions on behalf of the Province to, and receiving legal advice on behalf of the Province from, the Province’s legal counsel.
5. In the event of a breach or suspected breach of the confidentiality or security-related obligations of the Contractor under this Agreement (the “Incident”), the Contractor will promptly advise the Cabinet Secretary and Deputy Minister to the Premier or the Deputy Cabinet Secretary of the circumstances surrounding the Incident and the steps it has or will take to minimize the impacts thereof; and to cooperate fully with any further investigation or action that the Province wishes to take in response to such an Incident
6. The Contractor agrees that they will be providing the Services in a confidential capacity as provided for in s. 15(1)(a) of the *Public Service Act* (the “PS Act”).
7. The Contractor agrees to comply with all the requirements of:
 - (a) the Political Staff Oath Regulation made under the PS Act; and
 - (b) the Standards of Conduct for Political Staff Regulation made under the PS Act.
8. The Contractor acknowledges the application of the Notice to Contractors of the BC Provincial Government attached as **Appendix 5** to this Agreement and found online at <https://www2.gov.bc.ca/gov/content/bc-procurement-resources/sell-to-government/contractor-vaccination-notice>, and agrees to comply with the requirements of that notice as it applies to this Agreement.
9. In addition to section 13.1, any notice contemplated by this Agreement can be delivered by email to the addressee's email address 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. Either party may from time to time give notice to the other party of a substitute email address, which from the date such notice is given will supersede for purposes of section 13.1 any previous email address specified for the party giving the notice.

10. The provisions in this Schedule F and the obligations referenced therein are intended to survive the completion of the Services or termination of this Agreement and will continue in force indefinitely, even after this Agreement ends.

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.
- T 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 H – Tax Verification Schedule

Not applicable.

Exhibit 2 – Modification Agreement #1

MODIFICATION AGREEMENT #1

C23PREM1596

THIS MODIFICATION AGREEMENT is effective as of the 27 day of July, 2023

BETWEEN:

Lisa Helps (the "Contractor") with the following specified address:
s.22

Email: lisa@lisahelpscities.ca

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Premier (the "Province") with the following specified address:

PO Box 9041, STN PROV GOV
Victoria, British Columbia V8W 9E1

BACKGROUND

- A. The parties entered into an agreement dated January 26, 2023, a copy of which is attached as Exhibit 1 (the "Original Agreement"). Contract #: C23PREM1596.
- B. The parties agree to extend the term of the Original Agreement, delete the option of a renewal term, increase the maximum amount of expenses and increase the maximum amount payable.
- C. The parties agree to amend the parties' right to terminate other than on an Event of Default.

AGREEMENT

The parties agree as follows:

1. Notwithstanding the date of execution and delivery of this Modification Agreement, the parties continue to be bound by the Original Agreement, and the Original Agreement, as amended by this Modification Agreement, remains in full force and effect.
2. Section 11 [Default and Termination] of the Original Agreement is amended by deleting section 11.4, including the heading, and replacing it with the following:

Either party'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, either party may terminate this Agreement for any reason by giving at least 14 days' written notice of termination to the other party.

3. Section 1 of Part 1 of Schedule A [Services] to the Original Agreement is deleted and replaced with:
 1. The term of this Agreement commences on January 26th, 2023 and ends on November 25th, 2023.
4. Sections 2 and 3 of Part 1 of Schedule A [Services] to the Original Agreement are deleted.
5. Section 1 of Schedule B [Fees and Expenses] to the Original Agreement is amended by deleting the amount "\$85,000.00" and replacing it with "\$141,333.32".
6. Section 3 of Schedule B [Fees and Expenses] to the Original Agreement is amended by deleting the amount "\$5,000" and replacing it with "\$8,000".
7. This Modification Agreement may be entered into by a separate copy of this Modification 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 the delivery of notices in the Original Agreement or any other method agreed to by the parties.

The parties have executed this Modification Agreement as follows:

SIGNED AND DELIVERED on the 24 day of July, 2023 on behalf of the Province by its duly authorized representative:

Signature 

Print Name DON BAIN

SIGNED AND DELIVERED on the 21 day of July, 2023 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):

Signature 

Print Name Lisa Helps

Page 100 of 501 to/à Page 114 of 501

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s.12 ; s.13

Page 115 of 501

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s.12 ; s.13 ; s.16

Page 116 of 501 to/à Page 138 of 501

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Page 139 of 501 to/à Page 141 of 501

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Page 142 of 501 to/à Page 144 of 501

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Page 145 of 501 to/à Page 147 of 501

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Page 148 of 501 to/à Page 149 of 501

Withheld pursuant to/removed as

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Page 150 of 501 to/à Page 153 of 501

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Page 154 of 501 to/à Page 155 of 501

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Page 156 of 501 to/à Page 157 of 501

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Page 158 of 501

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Page 159 of 501 to/à Page 175 of 501

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Page 176 of 501

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Page 177 of 501 to/à Page 181 of 501

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s.12 ; s.13 ; s.17

Page 182 of 501 to/à Page 189 of 501

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Page 192 of 501 to/à Page 205 of 501

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s.12 ; s.13

Page 206 of 501 to/à Page 209 of 501

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Page 210 of 501

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Page 211 of 501 to/à Page 217 of 501

Withheld pursuant to/removed as

s.13 ; s.17

Page 218 of 501 to/à Page 225 of 501

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**Housing Development
Models,
and BC Builds: Problem
Definition and Proposed
Solutions**

Lisa Helps
Housing Solutions Advisor re: BC
Builds





The Vienna Model

- **Began in 1923**, when City Council decided to build 25,000 units of publicly subsidized housing for the poor
- From the beginning the housing **was affordable and beautiful**; hired renowned architects and installed public art and amenities including swimming pools, daycares, gardens etc

The Vienna Model

- **78% of all dwellings** in the city are rental
- **Over 60% of population lives in high-quality social housing** - this includes middle class families and young professionals; social housing is the norm
- **Only 6%** of homes are single family dwellings!

The Vienna Model

Types of social housing:

- **Gemeindebau built pre-1980, owned** by City, allocated through a points system for low-income residents
- **Co-ops** in which residents buy a share
- **Subsidized apartments built post-1980** - owned and operated by "limited profit developers," City provides land and sets rents
- The City owns 220,000 units, non-profits own 200,000 units

The Vienna Model

Pre 1980, the City developed and owned its own buildings it still owns and operates them.

Post 1980, the following process is followed:

1. City buys land
2. City solicits proposals from private developers (limited profit developers)

The Vienna Model

Post 1980 process (cont.):

3. Jury evaluates proposals based on:

- - architectural quality
- - environmental performance
- - social sustainability
- - economic parameters, rents and costs

The Vienna Model

Post 1980 process (cont.):

4. Jury selects developer and City sells land to the developer at affordable price and gives the developer a low-interest loan with a long repayment period.

5. Developers who collaborate with the City to build affordable housing must allow the City to rent half the units to lower-income residents. The developer rents the rest to moderate income residents.

The Vienna Model

Post 1980 process (cont.):

6. Rents are regulated by the government and are rent geared to income (RGI) so that no one is spending more than 20-25% of their income on rent.

7. **Key:** Residents aren't required to move out if their income goes up, their rent goes up as per RGI to accommodate for this. This leads to mixed buildings with a range of people living together and no ghetto effect or stigma.

The Vienna Model

Summary

- Since its inception in 1923 a major goal has been to **create surplus housing to drive down pressure on rents**.
- Funding for the the program comes **largely from the federal** government (75%).
- **Control of the land and development process** is key to success.



The Singapore Model□

- **Began in 1957** after independence when majority of residents were living in slum-like conditions
- Focus on rental 1957-1964, **focus on home ownership 1964 to present**
- Today, close to **90% of people own** their own homes
- 80% of residents live in Housing and Development Board (HDB) buildings and own homes via a 99-year lease with the government

The Singapore Model□

- The **1966 Land Acquisition Act** gave state power to compulsorily acquire land for “any public purpose from private owners at below market prices.”
- More than 90% of land in Singapore is owned by the state
- The State also controls the planning and land use process and can easily allocate additional density.

The Singapore Model□

How it works:

- **Housing and Development Board** (a state-owned enterprise) outsources construction through tendering process.
- HDB owns and maintains the buildings.
- HDB makes loans to purchasers and sells homes on a 99-year lease basis.
- Starting in 1968, people could draw on their **retirement savings** from the Central Provident Fund **for down-payment** and mortgage payments.

The Singapore Model□

How it works (cont):

- Population is carefully segmented by income level.
- 90% of households are eligible for some form of housing subsidy grant to help with purchase of home, with deeper subsidies to lower-income people.
- Flats can be sold, and people can “move up in the market”; there are a number of eligibility requirements including minimum occupation period and ethnic integration.

The Singapore Model□

Summary

- Housing policies are not founded on ideology but on **pragmatic assessment of constraints and strengths**
- **Ongoing policy innovation** in response to market conditions and residents needs has been key to their success
- **Control of the land and development process** is key to success



The Whistler Model

Overview

- The Whistler Housing Authority (WHA) **is an independent municipally owned corporation** of the Resort Municipality of Whistler, created to oversee the development, administration and management of resident-restricted housing in Whistler
- Was founded **in 1997**
- Goal is to house **75% of Whistler's workforce**
- Currently 50%, or **7 000 of 14,000 workers** live in Whistler Housing□ □

The Whistler Model

Overview (cont.)

- WHA provides **both home ownership and rental** opportunities
- Half of the homes are owned (house 4272 people), half are rented (house 2700 people)
- The home ownership units appreciate at CPI and are outside of market-driven price escalation
- WHA is **entirely self funded and does not receive operating funds** from local or provincial government

□ □

The Whistler Model

Eligibility

- Not only low-income housing, but available to any Whistler resident who works at a certified Whistler business (eg you can't be working remotely and living in Whistler)
- Must work 30 hours per week
- Must be a Canadian citizen or permanent resident

□ □

The Whistler Model

How it works

- WHA keeps a rental and ownership waitlist; there are currently 1000 households on the ownership waitlist, 500 on the rental. People are required to update their info each year.
- Ownership – when a house comes up for sale, WHA contacts the top three people on the waitlist; they can all make an offer up to the set value of the house. The top offer or, if all the offers are equal, the top person on the waitlist gets it.
- People are usually on the waitlist for three years before getting housing. But **there is real hope** that they will.

□

□

The Whistler Model

The financial model

- WHA has a significant land bank and plans to continue development of their lands
- Projects are financed conventionally, although grants or financing from BCH allow for lower initial rents or sales price

□ □

The Whistler Model

Summary

- WHA is an independent, agile and innovative agency and in the words of the GM who has been there for 18 years, “We’ve approached almost everything we’ve done as a pilot project.”
- Access to a large land bank allows them to continue developing in a predictable and stable way.

s.13; s.16





The BC Model

Overview

- BC Housing is responsible for a range of housing, from housing for those exiting homelessness to affordable home ownership
- Most affordable housing in the province is built, owned and operated by non-profit housing providers
- Some is delivered by private developers via inclusionary zoning requirements, partnerships with non-profits, or BC Housing programs

• s.13

The BC Model

Community Housing Fund

- Works with housing partners, to develop affordable rental homes for middle and low-income families, independent seniors and individuals.
- Issues calls for proposals for projects. Second call closed January 2021. Next call will be issued "sometime within next 24 months."
- Provides ongoing subsidy to buildings.

The BC Model

Community Housing Fund Unit Mix

| 30% of Units | Affordable Market |
|----------------|--|
| Eligibility | Current low- and moderate-income limits per unit size (\$74,150/\$113,040) as of January 1, 2020), as determined by BC Housing ¹ |
| Rents | Initial market rents approved by BC Housing with annual RTA increases. Must be maintained at no less than CMHC Average Market Rent ² . |
| Income Testing | At move-in |

The BC Model

Community Housing Fund Unit Mix (cont.)

| 50% of Units | Rent Geared to Income "RGI" |
|----------------|---|
| Eligibility | Residents will be selected from BC Housing's Housing Registry to reflect a blend of incomes falling between the applicable HIL and Deep Subsidy level referenced below. |
| Rents | Rents Geared to Income (RGI) per Rent Scale ³ |
| Income Testing | Annual |
| 20% of Units | RGI Deep Subsidy Units |
| Eligibility | Low income residents selected from BC Housing's Housing Registry who are in receipt of Income Assistance or where income is less than the Deep Subsidy threshold established by BC Housing. Limits will be established by BC Housing based on the TRC payable by tenants in receipt of IA or basic Old Age Security and Guaranteed Income Supplement. |
| Rents | RGI per Rent Scale ⁴ |
| Income Testing | Annual |

The BC Model

Housing Hub

- A division within BC Housing, **established to seek innovative partnerships** with local housing organizations, community land trusts, Indigenous groups, faith-based groups, charities, the development community, financial institutions and other industries to create affordable rental housing and homeownership options for middle-income British Columbians.
- Core goal of the Housing Hub is to **increase the supply of affordable housing for middle-income earners**.
- Projects do not receive ongoing operating subsidy.
- Projects are sourced in an organic and non-systematic way, "Everyone is knocking on everyone's door."

The BC Model

Affordable Home Ownership Program

- BC Housing takes out a second mortgage which is assigned to the buyer, called the AHOP Mortgage, of 10% or more of the purchase price. It is interest and payment-free for up to 25 years.
- Eligible homeowners only need a 5% down payment on the first \$500,000 (10% down is required on the remaining value of the purchase over \$500,000).
- The AHOP program is only available in buildings where developers agree to build AHOP units; it is not a program widely available to British Columbians.



We interrupt this broadcast for a special announcement:

What follows is a conceptual work in progress. It's series of problems and initial policy proposals that requires input, expertise, and shaping from MRK and the public service, and ground truthing with key stakeholders.

BC Builds: High level policy considerations

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BC Builds: High level policy considerations

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BC Builds: High level policy considerations

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BC Builds - Problems to Solve

. s.13; s.16

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BC Builds - Problems to Solve

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BC Builds - Problems to Solve

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Page 271 of 501

Withheld pursuant to/removed as

s.13

BC Builds - Potential Policy Solutions

NB This set of proposed set of policy solutions addresses each of the problems laid out above. Each requires further discussion.

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BC Builds - Potential Policy Solutions

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BC Builds - Potential Policy Solutions

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BC Builds - Potential Policy Solutions

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BC Builds - Potential Policy Solutions

s.13

Page 277 of 501 to/à Page 279 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.17

Page 280 of 501 to/à Page 287 of 501

Withheld pursuant to/removed as

s.12 ; s.13

Page 288 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.17

Page 289 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.16

Page 290 of 501

Withheld pursuant to/removed as

s.12 ; s.13

Page 291 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.17

Page 292 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.16 ; s.17

Page 293 of 501 to/à Page 304 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.17

Page 305 of 501 to/à Page 306 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.16 ; s.17

Page 307 of 501 to/à Page 310 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.17

Page 311 of 501 to/à Page 313 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.14 ; s.17

Page 314 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.14 ; s.16 ; s.17

Page 315 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.16 ; s.17

Page 316 of 501

Withheld pursuant to/removed as

s.12 ; s.13

Page 317 of 501 to/à Page 319 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.17

Page 320 of 501

Withheld pursuant to/removed as

s.12 ; s.13

Page 321 of 501 to/à Page 324 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.17

Page 325 of 501 to/à Page 328 of 501

Withheld pursuant to/removed as

s.12 ; s.13

Page 329 of 501 to/à Page 331 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.17

Page 332 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.16 ; s.17

Page 333 of 501 to/à Page 334 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.17

Page 335 of 501 to/à Page 337 of 501

Withheld pursuant to/removed as

s.12 ; s.13

Prepared for: Premier Eby and Minister Kahlon
Prepared by: Lisa Helps, Housing Solutions Advisor for the Start Up of BC Builds
Subject: GST Removal from rental projects^{s.13; s.17}
Issues: s.13; s.17

Background:

- The recent announcement from the Federal Government on the removal of GST on the construction of new purpose-built rental housing was welcome news to our government and is a policy that will have material and immediate impact on the viability of future construction projects across B.C.
- The speed with which economic circumstances have changed has caused incredible strain on the home building industry at a time when housing production could not be more important.
- The significant construction cost increases and extraordinary interest cost escalation are affecting both land holdings and existing projects. This has and will compromise developer ability to maintain land holdings intended for future rental.
- Developers are deploying their available capital to service and support their existing pipelines; however, these dwindling capital reserves on the developer balance sheets are colliding with an external environment where capital for development is scarce.

Issues:

s.13; s.17

Page 339 of 501 to/à Page 340 of 501

Withheld pursuant to/removed as

s.13 ; s.16 ; s.17

Page 341 of 501 to/à Page 342 of 501

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s.12 ; s.16 ; s.17

WORKING WITH IMPACT INVESTORS TO DELIVER MORE AFFORDABLE HOUSING
- DRAFT FOR BC BUILDS -
September 5, 2023

CHALLENGE

With rising costs of land and construction and the current interest rate environment, delivery of housing that is affordable to BC residents at scale is not meeting the required levels. The Province is committed to taking steps to ensure there is new housing supply that working households with middle incomes can afford to buy and rent. Current conditions have created significant equity gaps in projects making most (if not all) rental projects unviable, let alone affordable. Without closing the equity gap, projects will not be built or if they are, rents will be more expensive.

s.13

Page 344 of 501

Withheld pursuant to/removed as

s.13

Page 345 of 501 to/à Page 359 of 501

Withheld pursuant to/removed as

s.12 ; s.13

Page 360 of 501 to/à Page 363 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.21

Social Impact Capital for Affordable Housing

Background

There are a few social impact capital funds in British Columbia where people can invest their money to have a positive impact on affordable housing while earning a return on their investment. Some funds are focused on a differentiated investment opportunity that provides greater impact and lower return, and some on "market-rate risk adjusted returns." The funds that currently exist in British Columbia invest in affordable housing projects which are owned by non-profit housing providers or co-ops. These funds put money into projects at various stages of the development process, from predevelopment through to project completion and occupancy, and beyond.

s.21

s.13

Page 365 of 501 to/à Page 367 of 501

Withheld pursuant to/removed as

s.13

Page 368 of 501

Withheld pursuant to/removed as

s.13 ; s.16

Page 369 of 501

Withheld pursuant to/removed as

s.13

Vancity Community Foundation

Partnering to deliver community-owned, sustainable and affordable housing

January 25, 2023

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Page 371 of 501

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For more information, please contact:

Genesa M. Greening (she/her/hers)
Chief Executive Officer, Vancity Community Foundation
236.333.5695 genesa_greening@vancity.com

409-312 Main Street, Vancouver, BC V6A 2T2
vancitycommunityfoundation.ca

*Our office is located on the xʷməθkʷə y əm (Musqueam), Skwxwú7mesh (Squamish) and Sə
lílʷətaʔ/Selilwitulh (Tsleil-Waututh) First Nations.*

Page 373 of 501 to/à Page 374 of 501

Withheld pursuant to/removed as

s.21

Page 375 of 501 to/à Page 376 of 501

Withheld pursuant to/removed as

s.13

Page 377 of 501 to/à Page 405 of 501

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s.16 ; s.21

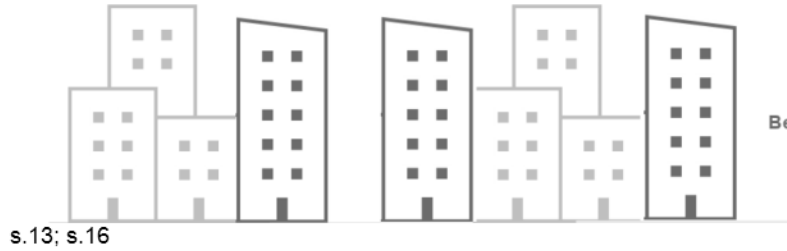
Sample BC Builds Project

TOWNSHIP OF LANGLEY

Market Rentals



Below Market
Rentals



TOWNSHIP OF LANGLEY

Market Rentals

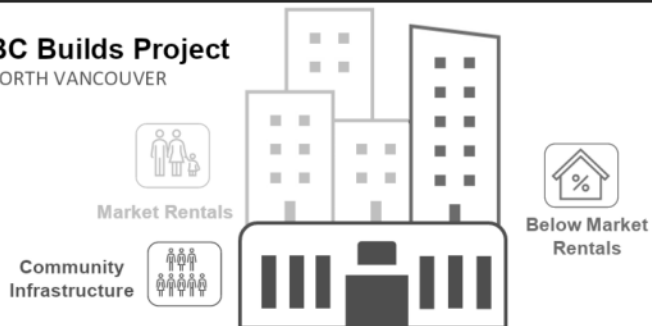


Below Market
Rentals

s.13; s.16; s.17

Sample BC Builds Project

THE CITY OF NORTH VANCOUVER



s.13; s.16

THE CITY OF NORTH VANCOUVER

Market Rentals



Community
Infrastructure



Below Market
Rentals

s.13; s.16; s.17

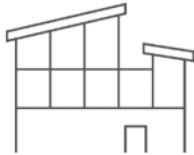
Sample BC Builds Projects

THE CITY OF LANGLEY AND
CHURCH OF NAZARENE



Community
Infrastructure

s.13; s.16



Below Market
Rentals

THE CITY OF LANGLEY AND
CHURCH OF NAZARENE



Community
Infrastructure



Below Market
Rentals

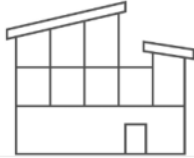
s.13; s.16; s.17

Sample BC Builds Projects

FRASER HEALTH



New Surrey
Hospital



s.13; s.16

s.13; s.16

FRASER HEALTH



New Surrey
Hospital

s.13; s.16; s.17



s.13; s.16

Page 414 of 501

Withheld pursuant to/removed as

s.13 ; s.16

Page 415 of 501

Withheld pursuant to/removed as

s.13 ; s.16 ; s.17

TELUS living



Delivering housing additions across multiple communities in BC

Page 417 of 501 to/à Page 424 of 501

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Collaborative Design Process for Small Scale Multi Unit Dwellings

s.13

Collaborative Design Process

s.13



SOUTH BEND NEIGHBORHOOD INFILL

Pre-approved, ready-to build housing

Page 427 of 501 to/à Page 439 of 501

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Memo (Confidential)

| | |
|---------|---|
| To | Lisa Helps, Housing Solutions Advisor, Office of the Premier |
| From | Mark Liedemann, President & CEO |
| Date | April 4, 2023 |
| Subject | Establishment of an entity to deliver the Province of British Columbia's (the Province) mid-market housing mandate |

PURPOSE

The purpose of this memo is to outline how Infrastructure BC Inc. (Infrastructure BC) can support the incorporation and/or integration of a new organization, BC Builds, to deliver on the Province's mid-market housing mandate.

s.12; s.13

BACKGROUND

Infrastructure BC is a Crown corporation incorporated under the BC Business Corporations Act and reporting through its Board of Directors to its sole shareholder, the Minister of Finance (Shareholder).

Infrastructure BC's mandate is to provide strategic advice to the Province, and to support public sector clients, with respect to capital infrastructure projects. This includes enhancing project owners' understanding of best practices in capital planning, procurement and contract management.

Established in 2002, Infrastructure BC has supported its public sector clients in the procurement of 74 projects with a combined value of \$25 billion. Infrastructure BC has advised on the planning of significantly more projects than those procured. Over the past 20 years, Infrastructure BC has delivered complex capital infrastructure projects such as bridges, highways, hospitals, housing (including with BC Housing and post-secondary student residences), correctional facilities, and schools, using a wide spectrum of procurement and contract models.

Infrastructure BC Inc.

Mailing Address
PO BOX 9478,
STN PROV GOVT
Victoria, BC V8W 9W6

Vancouver Office
Suite 1220,
800 West Pender Street
Vancouver, BC V6C 1J8

Victoria Office
300 - 707 Fort Street
Victoria, BC V8W 3G3

Some of Infrastructure BC's recently completed procurements include the Broadway Subway Project, Pattullo Bridge Replacement Project, Cowichan District Hospital Replacement Project, Stuart Lake District Hospital Replacement Project, and the Royal BC Museum Collections and Research Building. Projects currently in procurement include New Surrey Hospital and BC Cancer Centre, Surrey Langley SkyTrain Project, and the George Pringle Secondary School (in West Kelowna). Infrastructure BC has two offices (in Vancouver and Victoria), with sufficient office space to comfortably accommodate up to 50 employees under a hybrid working arrangement. Infrastructure BC currently has 44 employees and plans to recruit additional employees in the first quarter of fiscal 2023/24.

DISCUSSION

s.12; s.13

s.12; s.13

s.12; s.13

CONSIDERATIONS

s.12; s.13

s.12; s.13

s.12; s.13

BC Builds: More Homes Faster for Middle Income Households

Project Board, May 30th 2023



Ministry of
Housing

Page 447 of 501 to/à Page 463 of 501

Withheld pursuant to/removed as

s.13



Thank you!



Ministry of
Housing

**BC BUILDS:
TO UNLEASH THE CAPACITY OF THE HOME BUILDING SECTOR IN BC**

This is an initial concept paper and a work in progress that will help shape BC Builds. It will be refined and strengthened through input from Premier Eby, Minister Kahlon, Ministry of Housing staff and the Housing Project Board before relevant sections being shared publicly as a basis for targeted engagement with the homebuilding sector.

February 1st 2023
L. Helps

EXECUTIVE SUMMARY

s.13

s.13

BACKGROUND

s.13

s.13; s.16

BC BUILDS OPERATING PRINCIPLES

Based on the needs of the home building sector in British Columbia, a scan of successes in accelerating home building in other jurisdictions, and implementing innovative solutions to address pressing problems,

BC Builds will:

s.12; s.13

s.12; s.13

BC BUILDS MANDATE

Each element of the mandate will come with risks and opportunities. The risks associated with each element should be evaluated against the opportunity created by pursuing each mandate element and the number of homes that can be delivered on an accelerated timeline.

BC Builds will:

s.12; s.13

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REQUIRED RESOURCES AND PROPOSED NEXT STEPS
FEBRUARY – DECEMBER 2023

| RESOURCES REQUIRED |
|--|
| <ul style="list-style-type: none">• s.13•••••• |
| NEXT STEPS |

These are very high level proposed next steps. There are many gaps and key tasks not included here that will need to be filled through discussion with the Housing Project Board, Planning and Priorities Secretariat, Housing Ministry staff and other key players.

s.13

Page 471 of 501

Withheld pursuant to/removed as

s.13

s.13

BC BUILDS STAGES 1 AND 2

s.13

Page 473 of 501 to/à Page 475 of 501

Withheld pursuant to/removed as

s.13

Financial Tools Required to meet the Scale and Ambition of BC Builds

August 9 2023

Very draft thoughts from Housing Solutions Advisor re BCB

Background

When BC Builds was conceived as an idea in the summer of 2022 as part of Premier David's Eby's campaign for party leadership, the housing construction environment was not as constrained as it is today. Given the conditions of the construction market in July 2022, a program based on the contribution of government and other public and non-profit land at low or no cost, and low-cost construction financing made sense and would have been able to get projects off the ground and more homes built faster for people.

The housing construction environment has changed, and additional tools are required if BC Builds is to help to deliver the tens of thousands of new homes British Columbians need over the next few years.

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What has changed / what we know now

Immigration to B.C.

Both 2021 and 2022 saw unprecedented migration to BC with over 100,000 people making BC home in each of those years. It is predicted that this trend will continue; B.C. is expected to welcome an estimated 217,500 new permanent residents from 2023 to 2025, nearly double the historical average immigration levels.¹

In June 2023, the benchmark price for an average home was \$977,700, down 4.7 per cent compared to June 2022, but 45.3 per cent higher than in June 2019. The average rent for a 3+ bedroom unit was \$2,067 a month and a 1 bedroom was \$1,432, up 7.5 per cent and 8.3 per cent respectively from 2021.

In 2022, there were 34,892 housing units completed, down from 39,163 in 2021. In 2022, this means that there were just 0.3 new housing units completed per new resident.² This makes the ratio of new housing units to population growth the second lowest ratio on record. According to a report from the BC Real Estate Association, BC will need to complete 43,000 homes per year for the next five years to accommodate population growth.³

¹ <https://www.cbc.ca/news/canada/british-columbia/bcrea-report-housing-affordability-immigration-1.6793549>

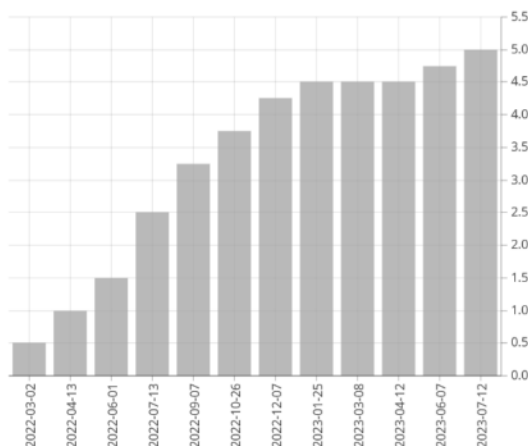
² <https://www.bccpa.ca/news-events/cpabc-newsroom/2023/july/cpabc-bc-s-population-growth-surges-in-2022-as-international-migration-picks-up/>

If the home building sector already can't keep up with the growth and we need to increase housing production, new tools than those originally anticipated for BC Builds originally will be required.

Interest Rates

The cost of borrowing money to build housing has doubled since the summer of 2022 when BC Builds was conceived. This cost of money is making many rental projects non-viable without a substantially lower interest rate such as that provided by CMHC Rental Construction Financing Initiative (RCFI). RCFI is a highly competitive program and it is time-consuming and labour intensive to secure financing. RCFI provides construction and takeout financing to for-profit and non-profit developers with the takeout financing rate locked in for 10 years at the first drawdown on the construction loan. The RCFI program has a 50-year amortization period.

Recent data



| Date* | Target (%) | Change (%) |
|-------------------|------------|------------|
| July 12, 2023 | 5.00 | +0.25 |
| June 7, 2023 | 4.75 | +0.25 |
| April 12, 2023 | 4.50 | --- |
| March 8, 2023 | 4.50 | --- |
| January 25, 2023 | 4.50 | +0.25 |
| December 7, 2022 | 4.25 | +0.50 |
| October 26, 2022 | 3.75 | +0.50 |
| September 7, 2022 | 3.25 | +0.75 |
| July 13, 2022 | 2.50 | +1.00 |
| June 1, 2022 | 1.50 | +0.50 |
| April 13, 2022 | 1.00 | +0.50 |
| March 2, 2022 | 0.50 | +0.25 |

Bank of Canada Policy Interest Rate⁴

Availability of “social impact capital”

s.13

³ <https://www.bcrea.bc.ca/wp-content/uploads/2023-03-28-market-intelligence.pdf>, pg 12.

⁴ <https://www.bankofcanada.ca/core-functions/monetary-policy/key-interest-rate/>

Development Capacity of Non-Market Sector

s.13

s.13; s.22

Additional Financial Tools Necessary for BC Builds to Succeed

s.13

Lower cost financing

s.13; s.16; s.17

s.13; s.17

Page 479 of 501

Withheld pursuant to/removed as

s.13 ; s.16 ; s.17 ; s.21

s.13; s.17; s.21

s.13; s.17

BC Builds as a Developer
s.13; s.17

Patient Equity for Home Ownership

Equity for Rental

Predevelopment Funding
s.13

Page 482 of 501 to/à Page 483 of 501

Withheld pursuant to/removed as

s.12 ; s.13

Page 484 of 501 to/à Page 486 of 501

Withheld pursuant to/removed as

s.12 ; s.13 ; s.17

Page 487 of 501 to/à Page 488 of 501

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s.13 ; s.21

Page 489 of 501 to/à Page 501 of 501

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